

1 **Michael E. Boyd**
2 **5439 Soquel Drive**
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5 **E-mail: michaelboyd@sbcglobal.net**
6 **In Pro Per**

7 **UNITED STATES BANKRUPTCY COURT**
8 **SOUTHERN DISTRICT OF NEW YORK**

9 In re:
10
11 RESIDENTIAL CAPITAL, LLC, et al.,
12
13 Debtors.

14 Case No. 12-12020 (MG)
15 Chapter 11
16 Jointly Administered

17 **ANSWER IN OPPOSITION OF MICHAEL BOYD SECURED CLAIMANT**
18 **# 960 TO RESCAP BORROWER CLAIMS TRUST'S SEVENTY-FIFTH**
19 **OMNIBUS OBJECTION TO CLAIMS (NO LIABILITY**
20 **BORROWER CLAIMS) (THE "OMNIBUS OBJECTION")**

21 **INTRODUCTION**

22 On behalf of and as Trustee to my living trust estate, the Michael Boyd and Patricia Paramoure
23 Living Trust, Michael Boyd, respectfully files this Answer in Opposition to the *ResCap Borrower*
24 *Claims Trust's Seventy-Fifth Omnibus Objection to Claims (No Liability Borrower Claims)* (the
25 "*Omnibus Objection*"), filed September 17, 2014. Claimant answers in opposition to the
26 Omnibus Objection because as shown herein (1) Debtors chain of title provided in their
27 Objections is false, and "[t]he HVMLT 2007-4 Trust failed to perfect its ownership interest in the
28 subject Deeds of Trust and Notes; as the "Depositor," (2) the 9th Circuit, Case No 12-17434,
29 affirming the district court's order dismissing the case on August 22, 2014, is currently pending
30 panel rehearing, and (3) "the Notes for each loan that were attached to the proof of claims during
31 the Boyd Bankruptcy (U.S. BK Ct. No. Dist. CA – Case No. 11-61311-SLJ) do not contain
32 endorsements as required in the HVMLT 2007-4 Trust Agreement, as no endorsements appear on
the "face" of either document", and (4) the "Boyd debts, which appear in "Bankruptcy" status as
of 10/14/2014 within the HVMLT 2007-4 Trust are not in default. All payments "due" on the
debts are being timely paid to, and received by, the certificate holders /investors in the HVMLT
2007-4 Trust during the pendency of the Boyd bankruptcy."

Statement of Facts

I am not an Attorney, but a Borrower, with pending litigation challenging two of GMAC's no-note Debtor claims against me. GMAC's unlawful acts caused me to file Chapter 13 Bankruptcy in December 2011, prior to ResCap [AKA GMAC LLC] filing Chapter 11 Bankruptcy. So my claims against GMAC LLC are pre-petition for bankruptcy by GMAC LLC. My claim number is 960 and was for \$186,000 at the time it was filed. ¹ The amount that I alleged to be defrauded of has increased substantially over that original amount, under my Court approved Bankruptcy Plan. [See Exhibit 1, Court Document 7146.] I seek the court to return my estate to my living trust and the refund of my payments to GMAC LLC, their successor servicer Ocwen LLC, and a refund of funds paid to my bankruptcy Trustee, due to GMAC LLC's scienter ² to defraud me of my estate and my money. I am not aware of any other claimant borrower with similar circumstances to my own [with two of GMAC's no-note Debtor claims] with additional unique circumstances as I describe in my claim.

On June 20, 2014 Claimant filed with the Court Document 7146, Objection to Motion /Objection and Opposition To Motion (related document(s)7036) filed by The Michael Boyd and Patricia Paramoure Living Trust, ("objection"). Claimant asks the Court that this Document 7146 including the pleadings and Exhibits 1 through 3 be incorporated by reference as if fully set forth herein.

On October 29, 2012 Claimant filed his appeal before the U.S. Court of Appeals for the 9th Circuit in Case# 12-17434 *Michael Boyd v. GMAC Mortgage LLC, et al.* On September 11, 2011, Claimant filed litigation in USDC, Northern District of CA, Case No 5:11-CV-05018, for "unconscionability contract and adhesion to real property." Claimant's appeal arose out of his, before Magistrate Judge Paul Singh Grewal, Cause: 15:1601, Truth in Lending. The claims in the complaint were to invalidate/contest the liens on the property that were being serviced by the Debtors. The case was dismissed with prejudice on August 22, 2012 by Order Granting Defendants' Motion to Dismiss Plaintiffs First Amended Complaint. Claimant appealed the District Court's decision to the USCA, 9th Circuit, Case No 12-17434. The Ninth Circuit

¹ See <http://www.kccllc.net/rescap/creditor/search> using that claim number 960 and my claim's link is as follows: <http://www.kccllc.net/rescap/document/1212032120824150612002131>

² Scienter--Scienter is a legal term that refers to intent or knowledge of wrongdoing. This means that an offending party has knowledge of the "wrongness" of an act or event prior to committing it.

1 affirmed, by an unpublished Memorandum, the district court's order dismissing the case on
2 August 22, 2014. On September 4, 2014 Claimant filed his Petition for Panel Rehearing which is
3 currently pending. [See attached Exhibit A herein.]
4

5 On September 17, 2014 Debtors filed the *ResCap Borrower Claims Trust's Seventy-Fifth*
6 *Omnibus Objection to Claims (No Liability Borrower Claims)* (the "*Omnibus Objection*") which
7 included [at Doc 7552-2 pp 45-46] pointed to a disallowance of the Claim 960, on the basis of
8 "*Res Judicata*", with "No Liability Summaries" as follows:
9

10 [1] "Debtors' involvement with Claimant's loans was limited to servicer of the loans. The loan on
11 Soquel Dr. was originated by Plaza Home Mortgage Inc. in January 2007. Debtor GMAC
12 Mortgage serviced the Soquel Dr. loan from April 10, 2007 until servicing transferred to Ocwen
13 Loan Servicing LLC on February 16, 2013. The loan on Lakebird Dr. was originated by Plaza
14 Home Mortgage Inc. Debtor; GMAC Mortgage serviced the Lakebird Dr. loan from March 13,
15 2007_ until servicing transferred to Ocwen Loan Servicing LLC on February 16, 2013."
16

17 [2] On September 11, 2011, Claimant filed litigation in USDC, Northern District of CA, Case No
18 5:11-CV-05018, for "unconscionability contract and adhesion to real property." The claims in the
19 complaint were to invalidate/contest the liens on the property that were being serviced by the
20 Debtors. The case was dismissed with prejudice on August 22, 2012 by Order Granting
21 Defendants' Motion to Dismiss Plaintiffs First Amended Complaint. Claimant appealed the
22 District Court's decision to the USCA, 9th Circuit, Case No 12-17434. The Ninth Circuit affirmed
23 the district court's order dismissing the case on August 22, 2014. Copies of the Orders are
24 attached to the Objection as Exhibit 5-5.
25

26 [3] On December 12, 2011, Claimant commenced a Chapter 13 bankruptcy proceeding in the,
27 Northern District of CA, Bankruptcy Court Case No. 11-BK-61311. On May 14, 2014, the
28 Chapter 13 Plan was confirmed. In the Plan, the Claimant affirmed the liens, as the Plan provides
29 that all arrears on the loans will be paid and Claimant will make ongoing payments on the loans.
30 Therefore, in addition to the reasons stated above, the claims relating to the validity of the loan
31 are precluded as a result of the chapter 13 plan. Copies of the confirmed plan and the schedules is
32 attached to the Objection as Exhibit 6-2.

Answer to Objections, Opposition, and Arguments

Answer to Objection [2] first, due to the pendency of Claimant's Petition for Panel Rehearing, Debtors disallowance of the claim on the basis of "*Res Judicata*" is premature, since the Petition for Panel Rehearing is under consideration by the Court of Appeals for the Ninth Circuit. Claimant therefore invokes his First Amendment rights to judicial review [right to petition for grievances against the government, AKA ResCap] under the Supremacy Clause.

As claimant pointed out at page 8 line 24 of his June 20 objections the Petitioner ResCap is "74% owned by taxpayers" which is relevant to the separation of powers, the political doctrine of constitutional law under which the three branches of government (executive, legislative, and judicial) are kept separate to prevent abuse of power. Also known as the system of checks and balances, each branch is given certain powers so as to check and balance the other branches.

Under this doctrine Judicial Review is the idea, fundamental to the US system of government that the actions of the executive and legislative branches of government are subject to review and possible invalidation by the judicial branch. Judicial review allows the Supreme Court to take an active role in ensuring that the other branches of government abide by the constitution. Judicial review was established in the classic case of *Marbury v. Madison*, 5 US 137 (1803).

A court's authority [including this one's] is to examine an executive or legislative act and to invalidate that act if it is contrary to constitutional principles. The power of courts of law to review the actions of the executive and legislative branches is fundamental to judicial review. Though judicial review is usually associated with the U.S. Supreme Court, which has ultimate judicial authority, it is a power possessed by most federal and state courts of law in the United States. In the United States, the supremacy of national law is established by Article VI, Clause 2, of the U.S. Constitution. Called the Supremacy Clause, it states that "This Constitution, and the laws of the United States which shall be made in pursuance thereof ... shall be the supreme law of the land."

Answering to Objections [1 & 3] concurrently, Claimant has retained the services of an expert William J. Paatalo, who prepared [Exhibit B hereto], the Affidavit of William J. Paatalo. He is a Certified Forensic Mortgage Loan Auditor through ("CFLA"), and has spent more than 8,000

1 hours conducting investigatory research specifically related to mortgage securitization and chain
2 of title analysis. [See Exhibit 1 to Affidavit of William J. Paatalo.]

3
4 Debtors' objection [1] stated "Debtors' involvement with Claimant's loans was limited to servicer
5 of the loans. The loan on Soquel Dr. was originated by Plaza Home Mortgage Inc. in January
6 2007. Debtor GMAC Mortgage serviced the Soquel Dr. loan from April 10, 2007 until servicing
7 transferred to Ocwen Loan Servicing LLC on February 16, 2013. The loan on Lakebird Dr. was
8 originated by Plaza Home Mortgage Inc. Debtor; GMAC Mortgage serviced the Lakebird Dr.
9 loan from March 13, 2007_ until servicing transferred to Ocwen Loan Servicing LLC on
10 February 16, 2013."

11
12 In answer to Debtors objection [1] Debtors misrepresent the chain of title according to the
13 Affidavit of William J. Paatalo, whose expert analysis states in that regard, "a. The HVMLT
14 2007-4 Trust failed to perfect its ownership interest in the subject Deeds of Trust and Notes; as
15 the 'Depositor,' and only entity allowed to sell the assets to the HVMLT 2007-4 Trust (Greenwich
16 Capital Acceptance, Inc.), and the Trust's 'Seller' (Greenwich Capital Financial Products, Inc.) are
17 missing in both chains of title" [see Affidavit of William J. Paatalo page 4 lines 20 to 26].

18
19 Mr. Paatalo's analysis goes on to explain the reasoning for his findings in this regard with
20 reference to his provided exhibits to provide supporting evidence for his findings are described in
21 more detail at pages 5 line 13 through to page 7 line 17 of the Affidavit of William J. Paatalo.

22
23 Debtors objection [3] states "On December 12, 2011, Claimant commenced a Chapter 13
24 bankruptcy proceeding in the, Northern District of CA, Bankruptcy Court Case No. 11-BK-
25 61311. On May 14, 2014, the Chapter 13 Plan was confirmed. In the Plan, the Claimant affirmed
26 the liens, as the Plan provides that all arrears on the loans will be paid and Claimant will make
27 ongoing payments on the loans. Therefore, in addition to the reasons stated above, the claims
28 relating to the validity of the loan are precluded as a result of the chapter 13 plan. Copies of the
29 confirmed plan and the schedules is attached to the Objection as Exhibit 6-2."

30
31 In answer to Debtors objection [3] it is unclear to Claimant how Debtors objection [3] is relevant
32 to Debtors disallowance of the claim on the basis of "*Res Judicata*". Irrespective of the fact

1 "Claimant affirmed the liens, as the Plan provides that all arrears on the loans will be paid and
2 Claimant will make ongoing payments on the loans" this should in no way diminish Claimant's
3 right to this Court's review of his Claim on the basis of the facts before it now. Claimant filed
4 bankruptcy protection before the Debtors did, so now the Debtors want to abuse the process for
5 their advantage, which by itself should be improper, but for the government [AKA ResCap] to do
6 so violates the Constitution.

7
8 Claimant's bankruptcy, like the Debtors', is voluntary, the fact Claimant's affirmed the liens, as
9 the Plan provides, does not diminish Claimant's rights before the US bankruptcy Court, nor the
10 US Court of Appeals. The fact that Debtors are 74% owned by the federal government, should
11 diminish Debtors rights and should also entitle these matters to a higher [not lower] standard of
12 review pursuant to the Supremacy Clause, since in ResCap's [Aka the Government's] filing in my
13 bankruptcy, the Debtors misrepresented the contents of their proof of claims to this Bankruptcy
14 Court, what Mr. Paatalo characterized as "Dubious endorsements", as well as misrepresented the
15 facts regarding "all payments 'due' on the debts are being timely paid to, and received by, the
16 certificate holders /investors in the HVMLT 2007-4 Trust during the pendency of the Boyd
17 bankruptcy."

18
19 According to the Affidavit of William J. Paatalo, whose expert analysis states in regard to,
20 ResCap's [Aka the Government's] proof of claims before this bankruptcy Court, it states [see
21 Affidavit of William J. Paatalo page 4 line 25 to page 5 line 11.] "Furthermore, the Notes for each
22 loan that were attached to the proof of claims during the Boyd Bankruptcy (U.S. BK Ct. No. Dist.
23 CA – Case No. 11-61311-SLJ) do not contain endorsements as required in the HVMLT 2007-4
24 Trust Agreement, as no endorsements appear on the 'face' of either document. Dubious
25 endorsements, one of which is illegible, are provided on blank sheets of paper that have no
26 connection to the notes. .. b. The Boyd debts, which appear in 'Bankruptcy' status as of
27 10/14/2014 within the HVMLT 2007-4 Trust are not in default. All payments 'due' on the debts
28 are being timely paid to, and received by, the certificate holders /investors in the HVMLT 2007-4
29 Trust during the pendency of the Boyd bankruptcy".

30
31 Mr. Paatalo's analysis goes on to explain the reasoning for his findings in regards to the proof of
32 claims and payments issues with reference to his provided exhibits to provide supporting

1 evidence for his findings are described in more detail at pages 7 line 19 through to page 10 line 7
2 of the Affidavit of William J. Paatalo.

3
4 **Conclusions and Requests for Relief**

5 Wherefore, for the reasons presented, I respectfully request the court deny and over rule the
6 *ResCap Borrower Claims Trust's Seventy-Fifth Omnibus Objection to Claims (No Liability*
7 *Borrower Claims)* (the "*Omnibus Objection*") filed September 17, 2014 as to Claim 960, and in
8 the alternative the Court grant Claimant's claim on the basis of the facts presented, or any other
9 relief the Court finds appropriate.

10
11 Also, I respectfully request the incorporation of requested additional Exhibits A, and B attached
12 hereto.

13
14 /s/ Michael E. Boyd
15 Michael E. Boyd
16 5439 Soquel Drive
17 Soquel, CA 95073
18 Phone: (408) 891-9677
19 E-mail: michaelboyd@sbcglobal.net

20 DATED: October 14, 2014

21 **Affidavit of Michael Boyd**

22 The original signed version of the Affidavit of William J Paatalo is en route via the mail and will
23 be submitted immediately upon receipt.

24 I affirm under penalty of perjury that the above is true and correct. Executed on October 14, 2012
25 at Soquel, California.

26
27 /s/ Michael E. Boyd
28 Michael E. Boyd
29 5439 Soquel Drive
30 Soquel, CA 95073
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DATED: October 14, 2014

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6 **In Pro Per**

7 **UNITED STATES BANKRUPTCY COURT**
8 **SOUTHERN DISTRICT OF NEW YORK**

9 In re:
10
11 RESIDENTIAL CAPITAL, LLC, et al.,
12
13 Debtors.

14 Case No. 12-12020 (MG)
15 Chapter 11
16 Jointly Administered

17 **CERTIFICATE OF SERVICE**

18 I hereby certify that on October 15, 2014 I electronically transmitted the attached
19 document -- *Exhibit A to Answer in Opposition to the ResCap Borrower Claims Trust's Seventy-*
20 *Fifth Omnibus Objection to Claims (No Liability Borrower Claims) (the "Omnibus Objection")*,
21 *filed September 17, 2014* separately filed -- to the Clerk's Office using the CM/ECF system for
22 filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

- 23 (a) counsel to the Debtors, Morrison & Foerster LLP, 1290 Avenue of the Americas, New
24 York, NY 10104 (Attention: Gary S. Lee, Norman S. Rosenbaum, Jordan A. Wishnew and
25 Samantha Martin);
26 (b) the Office of the United States Trustee for the Southern District of New York, U.S.
27 Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014 (Attention:
28 Tracy Hope Davis, Linda A. Riffkin, and Brian S. Masumoto);
(c) the Office of the United States Attorney General, U.S. Department of Justice, 950
Pennsylvania Avenue NW, Washington, DC 20530-0001 (Attention: US Attorney
General, Eric H. Holder, Jr.); (d) Office of the New York State Attorney General, The
Capitol, Albany, NY 122240341 (Attention: Nancy Lord, Esq. and Enid N. Stuart, Esq.);
(e) Office of the U.S. Attorney for the Southern District of New York, One St. Andrews
Plaza, New York, NY 10007 (Attention: Joseph N. Cordaro, Esq.);
(f) counsel for Ally Financial Inc., Kirkland & Ellis LLP, 153 East 53rd Street, New York,
NY 10022 (Attention: Richard M. Cieri and Ray Schrock);
(g) counsel for the committee of unsecured creditors, Kramer Levin Naftalis & Frankel
LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attention: Kenneth Eckstein,
Douglas Mannal, Stephen D. Zide and Joseph A. Shifer);
(h) counsel for Ocwen Loan Servicing, LLC, Clifford Chance US LLP, 31 West 52nd
Street, New York, NY 10019 (Attention: Jennifer C. DeMarco and Adam Lesman);

1 (i) counsel for Berkshire Hathaway Inc., Munger, Tolles & Olson LLP, 355 South Grand
2 Avenue, Los Angeles, CA 90071 (Attention: Thomas Walper and Seth Goldman);
3 (j) Internal Revenue Service, P.O. Box 7346, Philadelphia, PA 19101-7346 (if by
4 overnight mail, to 2970 Market Street, Mail Stop 5-Q30.133, Philadelphia, PA 19104-
5 5016);
6 (k) Securities and Exchange Commission, New York Regional Office, 3 World Financial
7 Center, Suite 400, New York, NY 10281-1022 (Attention: George S. Canellos, Regional
8 Director); and
9 (l) counsel for Borrowers Claims Trust, Polsinelli, 900 Third Avenue, 21st Floor, New
10 York, NY 10022 (Attention: Daniel J. Flanigan and Jason A. Nagi).

11 I hereby certify that I served the attached document by mail on the following, who are not
12 registered participants of the CM/ECF System: NONE.

13 /s/ Michael E. Boyd
14 Michael E. Boyd
15 5439 Soquel Drive
16 Soquel, CA 95073
17 Phone: (408) 891-9677
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19 DATED: October 14, 2014

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In Pro Per

4 **United States Court Of Appeals
For The Ninth Circuit**

5 MICHAEL E. BOYD;

Docket No. 12-17434

6 Plaintiff-Appellant,
7 v.

Petition for Panel Rehearing
(Fed. R. App. P. 40; 9th Cir. R. 40-1)

8 GMAC Mortgage LLC, ET AL.,

9 Defendants-Appellee

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7	2. A material point of fact or law was overlooked in the decision; Defendants did not dispute the government ownership of Defendant GMAC beginning in 2008 and during the time foreclosure was initiated in 2011, Defendant GMAC did not claim ownership until MERS transferred ownership in 2011, and Plaintiff-Appellant, respectfully seeks panel rehearing of the implications of that fact to Plaintiff's-Appellant's procedural due process rights, right to judicial review, and the enforcement of the Supremacy Clause for Plaintiff-Appellant.	3
10	2.1 "The district court properly dismissed Boyd's quiet title claim because Boyd stopped making payments on his loans, was not released of his obligations under the loans, and Boyd's deeds of trust authorized defendant to initiate foreclosures", Omitted facts.	5
12	2.2 "The district court properly dismissed Boyd's quiet title claim because Boyd stopped making payments on his loans, was not released of his obligations under the loans, and Boyd's deeds of trust authorized defendant to initiate foreclosures", Omitted facts.	5
14	2.3 "The district court properly dismissed Boyd's claims related to two contracts as time- barred because the claims accrued in December 2006 and January 2007 when the contracts were formed, and Boyd did not file his original complaint until October 2011", Omitted facts.	8
17	2.4 "The district court properly dismissed Boyd's claim for violation of California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200, because Boyd failed to allege sufficient facts to state a plausible UCL claim on the basis of a living trust agreement between Boyd and his spouse", Omitted facts.	9
19	2.5 "Dismissal of Boyd's due process claims was proper because nonjudicial foreclosure proceedings do not violate due process.' See <i>Apao v. Bank of N.Y.</i> , 324 F.3d 1091, 1094-95 (9th Cir. 2003) (nonjudicial foreclosure was not state action and therefore did not implicate due process); <i>Garfinkle v. Superior Court</i> , 578 P.2d 925, 934 (Cal. 1978) ('[N]onjudicial foreclosure of a deed of trust constitutes private action authorized by contract and does not come within the scope of the California due process clause.')." Omitted facts.	10
22	3. An apparent conflict with another decision of the Court that was not addressed in the Memorandum.	10
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**United States Court Of Appeals
For The Ninth Circuit**

MICHAEL E. BOYD;

Docket No. 12-17434

Plaintiff-Appellant,

Petition for Panel Rehearing

v.

(Fed. R. App. P. 40; 9th Cir. R. 40-1)

GMAC Mortgage LLC, ET AL.,

Defendants-Appellee

**1. INTRODUCTION AND STATEMENT OF COUNSEL FOR PURPOSE OF REQUEST
(PANEL REHEARING)**

Plaintiff-Appellant, respectfully seeks panel rehearing on two grounds, a material point of fact or law was overlooked in the decision, and there is an apparent conflict with another decision of the Court that was not addressed in the Memorandum.

**1.1 A MATERIAL POINT OF FACT OR LAW WAS OVERLOOKED IN THE
DECISION;**

Defendants did not dispute the government ownership of Defendant GMAC beginning in 2008 and during the time foreclosure was initiated in 2011, and Plaintiff-Appellant, respectfully seeks panel rehearing of the implications of that fact to Plaintiff's-Appellant's procedural due process rights, right to judicial review, and the enforcement of the Supremacy Clause by the Court.

Plaintiff-Appellant, respectfully seeks panel rehearing and clarification regarding the Court's August 22, 2014 Memorandum [from pages 2 to 3] in that regards as follows;

"The district court properly dismissed Boyd's quiet title claim because Boyd stopped making payments on his loans, was not released of his obligations under the loans, and Boyd's deeds of trust authorized defendant to initiate foreclosures."

1 "The district court properly dismissed Boyd's claims related to two contracts as time-
2 barred because the claims accrued in December 2006 and January 2007 when the contracts were
3 formed, and Boyd did not file his original complaint until October 2011."

4 "The district court properly dismissed Boyd's claim for violation of California's Unfair
5 Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200, because Boyd failed to allege
6 sufficient facts to state a plausible UCL claim on the basis of a living trust agreement between
7 Boyd and his spouse."

8 "Dismissal of Boyd's due process claims was proper because nonjudicial foreclosure
9 proceedings do not violate due process. See *Apao v. Bank of N.Y.*, 324 F.3d 1091, 1094-95 (9th
10 Cir. 2003) (nonjudicial foreclosure was not state action and therefore did not implicate due
11 process); *Garfinkle v. Superior Court* 578 P.2d 925, 934 (Cal. 1978) ("[N]onjudicial foreclosure
12 of a deed of trust constitutes private action authorized by contract and does not come within the
13 scope of the California due process clause.").

14 **1.2 AN APPARENT CONFLICT WITH ANOTHER DECISION OF THE COURT THAT**
15 **WAS NOT ADDRESSED IN THE MEMORANDUM.**

16 The U.S. Supreme Court on June 9, 2014 in *Executive Benefits Insurance Agency v.*
17 *Arkison*, 134 S. Ct. 2165, 573 US ___, 189 L. Ed. 2d 83 limited somewhat the ramifications of its
18 landmark opinion two years ago in *Stern v. Marshall*, 131 S. Ct. 2594, 564 US 2, 180 L. Ed. 2d
19 475, (2011).

20 Plaintiff-Appellant, respectfully seeks panel rehearing and clarification regarding the
21 Court's August 22, 2014 Memorandum [from page 4] as follows; "The district court properly
22 denied both Boyd's motion for procedural relief and his attempt to remove this action to the
23 bankruptcy court, and appropriately considered his allegations"

1 **2. A MATERIAL POINT OF FACT OR LAW WAS OVERLOOKED IN THE DECISION;**
2 **DEFENDANTS DID NOT DISPUTE THE GOVERNMENT OWNERSHIP OF**
3 **DEFENDANT GMAC BEGINNING IN 2008 AND DURING THE TIME FORECLOSURE**
4 **WAS INITIATED IN 2011, DEFENDANT GMAC DID NOT CLAIM OWNERSHIP**
5 **UNTIL MERS TRANSFERRED OWNERSHIP IN 2011, AND PLAINTIFF-APPELLANT,**
6 **RESPECTFULLY SEEKS PANEL REHEARING OF THE IMPLICATIONS OF THAT**
7 **FACT TO PLAINTIFF'S-APPELLANT'S PROCEDURAL DUE PROCESS RIGHTS,**
8 **RIGHT TO JUDICIAL REVIEW, AND THE ENFORCEMENT OF THE SUPREMACY**
9 **CLAUSE FOR PLAINTIFF-APPELLANT.**

10 In Defendants first Motion to Dismiss regarding procedural due process right claims by
11 Plaintiff they stated "Finally, Boyd claims that GMAC and MERS violated his due process rights.
12 Compl. at 1:24-2:1. GMAC and MERS, however, are purely private entities. A due process claim
13 requires governmental action. *See Shelley v. Kramer*, 334 U.S. 1, 14 (1948.) No authority exists
14 to support a claim that any actions by these private defendants could constitute a governmental
15 action that could potentially violate one's due process rights."¹

16 Again restating the same in response to Plaintiff's First Amended Complaint [Document
17 52] Defendant stated "Finally, Boyd claims that GMAC and MERS violated his due process
18 rights. Compl. at 1:24-2:1. GMAC and MERS, however, are purely private entities. A due
19 process claim requires governmental action. *See Shelley v. Kramer*, 334 U.S. 1, 14 (1948.) No
20 authority exists to support a claim that any actions by these private defendants could constitute a
21 governmental action that could potentially violate one's due process rights. Consequently, any
22 such claim here fails from the outset."²

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¹ Document 9 Filed 11/09/11 Page 10 of 12 lines 22-26

² Document 58 Filed 06/25/12 Page 11 of 13 lines 6 to 10.

1 In Plaintiff's First Amended Complaint [Document 52] he raised this issue of the
2 government's TARP largess in favor of Defendants, stating "STEP 12: CHEAT the US
3 Taxpayer: Use TARP to pay off lawsuits; get money to do Loan Mods Bank Servicers can't
4 legally make;"³

5 The fact is that Defendant GMAC is "74% owned by taxpayers,"⁴ which is relevant to the
6 separation of powers, the political doctrine of constitutional law under which the three branches
7 of government (executive, legislative, and judicial) are kept separate to prevent abuse of power.
8 Also known as the system of checks and balances, each branch is given certain powers so as to
9 check and balance the other branches.

10 Under this doctrine Judicial Review is the idea, fundamental to the US system of
11 government that the actions of the executive and legislative branches of government are subject to
12 review and possible invalidation by the judicial branch. Judicial review allows the Supreme Court
13 to take an active role in ensuring that the other branches of government abide by the constitution.
14 Judicial review was established in the classic case of *Marbury v. Madison*, 5 US 137 (1803).

15 A court's authority [including this one's] is to examine an executive or legislative act and
16 to invalidate that act if it is contrary to constitutional principles. The power of courts of law to
17 review the actions of the executive and legislative branches is fundamental to judicial review.
18 Though judicial review is usually associated with the U.S. Supreme Court, which has ultimate
19 judicial authority, it is a power possessed by most federal and state courts of law in the United
20 States. In the United States, the supremacy of national law is established by Article VI, Clause 2,
21 of the U.S. Constitution. Called the Supremacy Clause, it states that "This Constitution, and the
22 laws of the United States which shall be made in pursuance thereof ... shall be the supreme law
23 of the land."

24 ³ Document 52 Filed 05/22/12 Page 7 of 20 lines 7 to 9.

⁴ See http://www.sigtar.gov/Audit%20Reports/Taxpayers_GMAC.pdf *Taxpayers Continue to Own 74% of GMAC*
... - SIGTAR

1 **2.1 "THE DISTRICT COURT PROPERLY DISMISSED BOYD'S QUIET TITLE CLAIM**
2 **BECAUSE BOYD STOPPED MAKING PAYMENTS ON HIS LOANS, WAS NOT**
3 **RELEASED OF HIS OBLIGATIONS UNDER THE LOANS, AND BOYD'S DEEDS OF**
4 **TRUST AUTHORIZED DEFENDANT TO INITIATE FORECLOSURES", OMITTED**
5 **FACTS.**

6 Defendants Reply in Support of Motion to Dismiss stated "In their Motion to Dismiss,
7 GMAC and MERS explained that, as non-governmental entities, they could not violate Boyd's
8 due process rights, citing *Shelley v. Kramer* for the proposition that only the government could be
9 responsible for such civil rights violations. *Shelley v. Kramer*, 334 U.S. 1, 14 (1948). In response,
10 Boyd writes that 'in this case the sole question is whether there will be a taking of property
11 without that procedural due process that is required by the Fourteenth Amendment.' Opp. 21:12-
12 13."⁵ The Court omitted the fact of Defendant GMAC's "Use TARP to pay off lawsuits", i.e.,
13 government largess that should trigger a higher, not lower, scrutiny towards the enforcement of
14 the Supremacy Clause, for Plaintiff-Appellant.

15 **2.2 "THE DISTRICT COURT PROPERLY DISMISSED BOYD'S QUIET TITLE CLAIM**
16 **BECAUSE BOYD STOPPED MAKING PAYMENTS ON HIS LOANS, WAS NOT**
17 **RELEASED OF HIS OBLIGATIONS UNDER THE LOANS, AND BOYD'S DEEDS OF**
18 **TRUST AUTHORIZED DEFENDANT TO INITIATE FORECLOSURES", OMITTED**
19 **FACTS.**

20 The Court omitted the fact that Defendant GMAC did not claim ownership until MERS
21 transferred ownership in 2011. Defendants Reply in Support of Motion to Dismiss admits "On
22 January 16, 2007, Boyd refinanced the 2004 Soquel Loan, obtaining a new loan in the amount of
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24

⁵ Document 31 Filed 11/30/11 Page 3 of 6 lines 5 to 10 .

1 \$647,000 (the '2007 Soquel Loan') from Plaza Home Mortgage, Inc. ('Plaza')⁶ and the Court
2 should note, not Defendant GMAC. "On February 22, 2011, MERS, in its capacity as beneficiary,
3 recorded an assignment transferring the beneficial interest in the DOT to GMAC."⁷ "Boyd
4 refinanced this mortgage, obtaining a loan on December 22, 2006, again from Plaza, in the
5 amount of \$515,000 (the "2006 Sunnyvale Loan"). This loan was secured by a Deed of Trust
6 ("Sunnyvale DOT") on the Sunnyvale Property. "⁸ "On September 8, 2011, MERS recorded an
7 assignment transferring its beneficial interest in the Sunnyvale DOT to GMAC."⁹

8 In Defendants Motion to Dismiss Plaintiff's First Amended Complaint [excerpting] it
9 stated "Boyd's FAC is titled, in part, 'Complaint of Unconscionability Contract Adhesion,' it
10 patently fails to state a viable contract claim.[...] Boyd cannot state a claim for GMAC or
11 MERS's 'breach' of his Joint Living Trust agreement with his wife. Because GMAC and MERS
12 were not parties to this trust agreement, formed only by Boyd and his wife, they could not have
13 breached it. Thus, the FAC fails to state a claim for breach of contract. "It goes without saying
14 that a contract cannot bind a nonparty." *E.E.O.C. v. Waffle House, Inc.* 534 U.S. 279, 294,
15 (2002)."¹⁰

16 Under California law, courts may refuse to enforce any contract found "to have been
17 unconscionable at the time it was made," or may "limit the application of any unconscionable
18 clause." Cal. Civ.Code Ann. § 1670.5(a) (West 1985). A finding of unconscionability requires "a
19 'procedural' and a 'substantive' element, the former focusing on 'oppression' or 'surprise' due to
20 unequal bargaining power, the latter on 'overly harsh' or 'one-sided' results." *Armendariz v.*

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23 ⁶ Document 9 Filed 11/09/11 Page 3 of 12 lines 23 - 25.

24 ⁷ Document 9 Filed 11/09/11 Page 4 of 12 lines 3 - 4.

⁸ Document 9 Filed 11/09/11 Page 4 of 12 lines 20-23.

⁹ Document 9 Filed 11/09/11 Page 5 of 12 lines 1-2.

¹⁰ Document 58 Filed 06/25/12 Page 9 lines 9 and 10, and Page 10 of 13 lines 11 to 15.

1 *Foundation Health Pyschcare Servs., Inc.*, 24 Cal.4th 83, 114, 99 Cal. Rptr.2d 745, 6 P.3d 669,
2 690 (2000); accord, *Discover Bank*, 36 Cal.4th, at 159-161, 30 Cal.Rptr.3d 76, 113 P.3d, at 1108.
3 In *Discover Bank*, 30 Cal.Rptr.3d 76 (2005) the California Supreme Court applied this framework
4 to class-action waivers in arbitration agreements and held as follows:

5 "[W]hen the waiver is found in a consumer contract of adhesion in a setting in which
6 disputes between the contracting parties predictably involve small amounts of damages, and when
7 it is alleged that the party with the superior bargaining power has carried out a scheme to
8 deliberately cheat large numbers of consumers out of individually small sums of money, then ...
9 the waiver becomes in practice the exemption of the party 'from responsibility for [its] own fraud,
10 or willful injury to the person or property of another.' Under these circumstances, such waivers
11 are unconscionable under California law and should not be enforced." *Id.*, at 162, 30 Cal.Rptr.3d
12 76, 113 P.3d, at 1110 (quoting Cal. Civ.Code Ann. § 1668).

13 *Discover Bank* rule, given its origins in California's unconscionability doctrine and
14 California's policy against exculpation, is a ground that "exist[s] at law or in equity for the
15 revocation of any contract" under FAA § 2.¹¹ Moreover, they argue that even if we construe the
16 *Discover Bank* rule as a prohibition on collective-action waivers rather than simply an application
17 of unconscionability, the rule would still be applicable to all dispute-resolution contracts, since
18 California prohibits waivers of class litigation as well. See *America Online, Inc. v. Superior*
19 1747*1747 Ct., 90 Cal.App.4th 1, 17-18, 108 Cal.Rptr.2d 699, 711-713 (2001).

20 When state law prohibits outright the arbitration of a particular type of claim, the analysis
21 is straightforward: The conflicting rule is displaced by the FAA. *Preston v. Ferrer*, 552 U.S. 346,
22 353, 128 S.Ct. 978, 169 L.Ed.2d 917 (2008). But the inquiry becomes more complex when a
23 doctrine normally thought to be generally applicable, such as duress or, as relevant here,

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¹¹ Federal Arbitration Act (FAA) (9 U.S.C. § 1 et seq.)

1 unconscionability, is alleged to have been applied in a fashion that disfavors arbitration. In *Perry*
2 *v. Thomas*, 482 U.S. 483, 107 S.Ct. 2520, 96 L.Ed.2d 426 (1987), for example, we noted that the
3 FAA's preemptive effect might extend even to grounds traditionally thought to exist "at law or in
4 equity for the revocation of any contract." *Id.*, at 492, n. 9, 107 S.Ct. 2520 (emphasis deleted).
5 We said that a court may not "rely on the uniqueness of an agreement to arbitrate as a basis for a
6 state-law holding that enforcement would be unconscionable, for this would enable the court to
7 effect what ... the state legislature cannot." *Id.*, at 493, n. 9, 107 S.Ct. 2520.

8 An obvious illustration of this point would be a case finding unconscionable or
9 unenforceable as against public policy consumer arbitration agreements that fail to provide for
10 judicially monitored discovery. The rationalizations for such a holding are neither difficult to
11 imagine nor different in kind from those articulated in *Discover Bank*. A court might reason that
12 no consumer would knowingly waive his right to full discovery, as this would enable companies
13 to hide their wrongdoing. Or the court might simply say that such agreements are exculpatory—
14 restricting discovery would be of greater benefit to the company than the consumer, since the
15 former is more likely to be sued than to sue. See *Discover Bank*, supra, at 161, 30 Cal. Rptr.3d 76,
16 113 P.3d, at 1109 (arguing that class waivers are similarly one-sided). And, the reasoning would
17 continue, because such a rule applies the general principle of unconscionability or public-policy
18 disapproval of exculpatory agreements, it is applicable to "any" contract and thus preserved by §
19 2 of the FAA. In practice, of course, the rule would have a disproportionate impact on arbitration
20 agreements; but it would presumably apply to contracts purporting to restrict discovery in
21 litigation as well.

22 **2.3 "THE DISTRICT COURT PROPERLY DISMISSED BOYD'S CLAIMS RELATED**
23 **TO TWO CONTRACTS AS TIME-BARRED BECAUSE THE CLAIMS ACCRUED IN**
24 **DECEMBER 2006 AND JANUARY 2007 WHEN THE CONTRACTS WERE FORMED,**

1 **AND BOYD DID NOT FILE HIS ORIGINAL COMPLAINT UNTIL OCTOBER 2011",**
2 **OMITTED FACTS.**

3 The Court omitted the fact that Defendant GMAC did not claim ownership until MERS
4 transferred ownership in 2011, and Plaintiff would have had no cause of action against GMAC
5 otherwise for his payments to Defendant GMAC in the intervening time periods. Because of
6 government ownership of GMAC instigated during that intervening period Plaintiff is entitled to a
7 greater scrutiny by the Court of his protected Constitutional Rights, including procedural due
8 process rights, the right to judicial review, and the right to enjoy his rights under the First
9 Amendment [free speech], including the right to sue [petition the government for grievances].

10 **2.4 "THE DISTRICT COURT PROPERLY DISMISSED BOYD'S CLAIM FOR**
11 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW ("UCL"), CAL. BUS.**
12 **& PROF. CODE § 17200, BECAUSE BOYD FAILED TO ALLEGE SUFFICIENT FACTS**
13 **TO STATE A PLAUSIBLE UCL CLAIM ON THE BASIS OF A LIVING TRUST**
14 **AGREEMENT BETWEEN BOYD AND HIS SPOUSE", OMITTED FACTS.**

15 This claim was against Defendant GMAC and the Court omitted the fact that Defendant
16 GMAC did not claim ownership until MERS transferred ownership in 2011, and Plaintiff would
17 have had no cause of action against GMAC otherwise, besides for his payments to Defendant
18 GMAC in the intervening time periods, when they had no title to his property. The Court also
19 omitted the fact that Defendants admitted that Plaintiff's Plaza loans (2 each) should have been
20 with Plaintiff, in his capacity as a Trustee to his estate, held in a Living Trust, in Defendants
21 Motion to Dismiss Plaintiff's First Amended Complaint, stating "Boyd may also be attempting to
22 argue that the deeds of trust for the Soquel and Sunnyvale Properties were invalid because only
23 the trustee to the Joint Living Trust had the authority to enter into contracts regarding
24 management of the properties. FAC at 10. The problem with this argument is that Boyd was the

1 trustee to the living trust. FAC at 10, Exhibit A to FAC. He thus had authority to enter into both
2 deeds of trust. He cannot now claim that although his name is on the deed of trust, 'the DOT was
3 not signed by Plaintiff in his capacity as a living trustee.' FAC at 10."¹² That's exactly what
4 Plaintiff-Appellant has maintained to be the case, otherwise there would be no purpose to creating
5 a living trust in the first instance, since the only way to use it to protect your estate, from claims
6 like Defendants, would be if you were dead.

7 **2.5 "DISMISSAL OF BOYD'S DUE PROCESS CLAIMS WAS PROPER BECAUSE**
8 **NONJUDICIAL FORECLOSURE PROCEEDINGS DO NOT VIOLATE DUE PROCESS.'**
9 **SEE *APAO V. BANK OF N.Y.* , 324 F.3D 1091, 1094-95 (9TH CIR. 2003) (NONJUDICIAL**
10 **FORECLOSURE WAS NOT STATE ACTION AND THEREFORE DID NOT**
11 **IMPLICATE DUE PROCESS); *GARFINKLE V. SUPERIOR COURT* , 578 P.2D 925, 934**
12 **(CAL. 1978) ('[N]ONJUDICIAL FORECLOSURE OF A DEED OF TRUST**
13 **CONSTITUTES PRIVATE ACTION AUTHORIZED BY CONTRACT AND DOES NOT**
14 **COME WITHIN THE SCOPE OF THE CALIFORNIA DUE PROCESS CLAUSE.')."**
15 **OMITTED FACTS.**

16 This claim was against Defendant GMAC and the Court omitted the fact that Defendant
17 GMAC did not claim ownership until MERS transferred ownership in 2011. The Court omitted
18 the facts of the federal government's TARP largess in favor of Defendants, and the government's
19 74% ownership of Defendant GMAC too.

20 **3. AN APPARENT CONFLICT WITH ANOTHER DECISION OF THE COURT THAT**
21 **WAS NOT ADDRESSED IN THE MEMORANDUM.**
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¹² Document 58 Filed 06/25/12 Page 10 of 13 lines 16 to 21.

1 The U.S. Supreme Court on June 9, 2014 in *Executive Benefits Insurance Agency v.*
2 *Arkison*,¹³ 134 S. Ct. 2165, 573 US ___, 189 L. Ed. 2d 83, limited somewhat the
3 ramifications of its landmark opinion two years ago in *Stern v. Marshall*, 131 S. Ct. 2594,
4 564 US 2, 180 L. Ed. 2d 475, (2011).

5 Plaintiff-Appellant, respectfully seeks panel rehearing and clarification regarding the
6 Court's August 22, 2014 Memorandum [from page 4] as follows; "The district court properly
7 denied both Boyd's motion for procedural relief and his attempt to remove this action to the
8 bankruptcy court, and appropriately considered his allegations".

9 The current structure of the federal bankruptcy courts dates back to the last complete
10 overhaul of federal bankruptcy law in 1978. At that time, Congress created the bankruptcy courts
11 pursuant to its authority under Article I of the Constitution to establish uniform laws on
12 bankruptcy. But in *Northern Pipeline Construction* the Court held that the exercise of federal
13 judicial power could only be undertaken by judges appointed under Article III of the Constitution,
14 noting that the exceptions to that rule were territorial courts, military tribunals, and cases
15 involving "public" rights. As Plaintiff-Appellant pointed out Defendant GMAC is "74% owned
16 by taxpayers"; which is relevant to the separation of powers and therefore provides evidence to
17 support the bankruptcy courts jurisdiction over this as a case involving "public" rights. Inapposite
18 *Northern Pipeline* involved a common law breach of contract dispute commenced by a company
19 that happened to be in bankruptcy. However, although it struck down the ability of a non-Article
20 III bankruptcy court judge to make a final determination in an action that clearly pertained to a
21 "private" state common law right, the Court strongly suggested that the system of Article I
22 bankruptcy courts was itself permissible, stating that "the restructuring of debtor-creditor

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¹³ See http://www.supremecourt.gov/opinions/13pdf/12-1200_2035.pdf

1 relations, which is at the core of federal bankruptcy power,” in likelihood constituted the type of
2 “public” rights which could be heard and decided by an Article I judge.

3 The question of what constitutes a “public” right has never been clear. Some earlier cases
4 had suggested that the scope of a “public” right was fairly narrow, involving only rights between
5 individuals and the government. Other cases suggested broader parameters. Although the Court in
6 *Northern Pipeline* did not expressly state that “the restructuring of debtor-creditor relations”
7 under federal bankruptcy law actually constituted a “public” right, Congress accepted the Court’s
8 evident suggestion and in 1984 granted new jurisdictional authority to the United States
9 Bankruptcy Courts. Under Section 157¹⁴(b) of the Bankruptcy Act of 1984, bankruptcy court
10 judges became authorized to render final decisions in “core” matters under the Bankruptcy Code.
11 Section 157(c) directed bankruptcy court judges to hear and submit findings of fact and
12 conclusions of law to Article III district court judges with respect to “non-core” matters.

13 Even though the Court never ruled on the constitutionality of the “core” and “non-core”
14 bankruptcy jurisdictional construct, in other cases involving Article I tribunals the Court took an
15 expansive view of the “public” rights doctrine, one that certainly appeared to be broad enough to
16 encompass the list of “core” matters enumerated in the Bankruptcy Act of 1984. The separation
17 of powers issues raised by *Northern Pipeline* appeared to have been laid to rest. Therefore, the
18 Court’s ruling in *Stern*, that a matter could be a “core” matter under Section 157(b) but also not
19 be a “public” right and thus not subject to final adjudication by an Article I bankruptcy court
20 judge, was completely unexpected. *Executive Benefits* raised the possibility that the Court would
21 go further by striking down the constitutionality of the “core” and “non-core” construct, and by
22 strictly circumscribing the power of Article I bankruptcy judges.

23
24

¹⁴ U.S. Code Title 28 Part I Chapter 6 § 157, 28 U.S. Code § 157.

1 The dispute in *Executive Benefits* involved a fraudulent transfer lawsuit. Although such an
2 action is listed as a “core” matter under the Bankruptcy Act of 1984, the Ninth Circuit determined
3 (and the Court assumed for purposes of the opinion) that it does not fit within the parameters of a
4 “public” right under *Stern* and could not be adjudicated by a non-Article III judge. However, the
5 Ninth Circuit also held that the bankruptcy court could prepare recommendations for review by
6 the district court even though Section 157(b) of the Bankruptcy Act of 1984 does not explicitly
7 authorize bankruptcy judges to submit proposed findings and conclusions in a “core” proceeding
8 (as Section 157(c) does for “non-core” proceedings). It also held that the right to have a matter
9 heard by an Article III judge was an individual right that could be waived, and that the defendant
10 had implicitly consented to bankruptcy court jurisdiction.

11 Because the dispute in *Executive Benefits* was subsequently reviewed by an Article III
12 district court judge, the Court ruled that there was no need to address the separate constitutional
13 question of whether the right to have a matter heard by an Article III judge was an individual
14 right that could be waived.

15 In Case #: 5:11-cv-05018-PSG *Michael Boyd v. GMAC Mortgage LLC, et al.* Plaintiff-
16 Appellant was before Magistrate Judge Paul Singh Grewal, Cause: 15:1601, Truth in Lending. So
17 Plaintiff-Appellant remains confused over who has the ball here¹⁵ in this case, the Article I
18 Magistrate Judge Paul Singh Grewal,¹⁶ Case #: 5:11-cv-05018-PSG *Michael Boyd v. GMAC*
19 *Mortgage LLC, et al.*, the Article I Judge Martin Glenn, U.S. Bankruptcy Court Southern District
20 of New York (Manhattan), Bankruptcy Petition #: 12-12020-mg, or the Article III judges at the
21 U.S. Court of Appeals for the 9th Circuit, Case # 12-17434, *Michael Boyd v. GMAC Mortgage*
22 *LLC, et al.*

23
24 ¹⁵ Another words, is Judicial Review under the Supremacy Clause limited to Article III judges only?

¹⁶ Did Magistrate Judge Paul Singh Grewal ever have authority to hold the ball after Plaintiff requested transfer to the Bankruptcy Court?

1 Even a narrow ruling for the petitioner in *Executive Benefits*— that bankruptcy courts lack
2 statutory authority to issue findings of fact and conclusions of law for review by an Article III
3 district court judge with respect to “core” matters that fall beyond the scope of “public” rights that
4 Article I judges may permissibly determine – could have wreaked havoc on the bankruptcy courts
5 and placed huge burdens on district court judges. Such a ruling also would have raised questions
6 about the wide-spread use of federal magistrates¹⁷ (who are also Article I judges) to hear and
7 determine a wide array of criminal and civil matters.

8 Among the matters susceptible of judicial determination, but not requiring it, are claims
9 against the United States,¹⁸ the disposal of public lands and claims arising therefrom,¹⁹ questions
10 concerning membership in the Indian tribes,²⁰ and questions arising out of the administration of
11 the customs and internal revenue laws.²¹ Other courts similar to territorial courts, such as consular
12 courts and military courts martial, may be justified on like grounds.²²

13 The “public rights” distinction appears today to be a description without a significant
14 distinction. Thus, in *Crowell v. Benson*,²³ the Court approved an administrative scheme for
15 determination, subject to judicial review, of maritime employee compensation claims, although it
16 acknowledged that the case involved “one of private right, that is, of the liability of one individual
17 to another under the law as defined.”²⁴ This scheme was permissible, the Court said, because in

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19 ¹⁷ Same question here as in footnote 16.

20 ¹⁸ *Gordon v. United States*, 117 U.S. 697 (1864); *McElrath v. United States* 102 U.S. 426 (1880); *Williams v. United States*, 289 U.S. 553 (1933). On the status of the then-existing Court of Claims, see *Glidden Co. v. Zdanok* 370 U.S. 530 (1962).

21 ¹⁹ *United States v. Coe*, 155 U.S. 76 (1894) (Court of Private Land Claims).

22 ²⁰ *Wallace v. Adams* 204 U.S. 415 (1907); *Stephens v. Cherokee Nation* 174 U.S. 445 (1899) (Choctaw and Chickasaw Citizenship Court).

23 ²¹ *Old Colony Trust Co. v. CIR* 279 U.S. 716 (1929); *Ex Parte Bakelite Corp.*, 279 U.S. 438 (1929).

24 ²² See *In re Ross*, 140 U.S. 453 (1891) (consular courts in foreign countries). Military courts may, on the other hand, be a separate entity of the military having no connection to Article III. *Dynes v. Hoover*, 20 How. (61 U.S.) 65, 79 (1857).

²³ 285 U.S. 22 (1932).

²⁴ *Id.* 51. On the constitutional problems of assignment to an administrative agency, see *Atlas Roofing Co. v. OSHRC*, 430 U.S. 442 (1977); *NLRB v. Jones & Laughlin Steel Corp* 301 U.S. 1, 48 (1937). 285 U.S. 22 (1932).

1 cases arising out of congressional statutes, an administrative tribunal could make findings of fact
2 and render an initial decision of legal and constitutional questions, as long as there is adequate
3 review in a constitutional court.²⁵ The “essential attributes” of decision must remain in an Article
4 III court, but so long as it does, Congress may utilize administrative decisionmakers in those
5 private rights cases that arise in the context of a comprehensive federal statutory scheme.²⁶ That
6 the “public rights” distinction marked a dividing line between those matters that could be
7 assigned to legislative courts and to administrative agencies and those matters “of private right”
8 that could not be was reasserted in *Marathon*, but there was much the Court plurality did not
9 explain.²⁷

10 4. CONCLUSIONS

11 For all the reasons presented Plaintiff-Appellant requests that rehearing be granted.

12 Respectfully submitted,

13 /s/ Michael E. Boyd

14 Michael E. Boyd
15 5439 Soquel Drive
16 Soquel, CA 95073

17 *In Pro Per*

18 DATED: September 4, 2014
19
20

21 ²⁵ *Id.*, 51–65.

22 ²⁶ *Id.*, 50, 51, 58–63. Thus, Article III concerns were satisfied by a review of the agency fact finding upon the
23 administrative record. *Id.*, 63–65. The plurality opinion denied the validity of this approach in *Northern Pipeline*
24 *Constr. Co. v. Marathon Pipe Line Co.*, 458 U.S. 50, 86 n. 39 (1982), although Justice white in dissent accepted it.
Id., 115. The plurality, rather, rationalized *Crowell* and subsequent cases on an analysis seeking to ascertain whether
agencies or Article I tribunals were “adjuncts” of Article III courts, that is, whether Article III courts were
sufficiently in charge to protect constitutional values. *Id.*, 76–87.

²⁷ *Northern Pipeline Constr. Co. v. Marathon Pipe Line Co.* 458 U.S. 50, 67–70 (1982) (plurality opinion). Thus,
Justice Brennan states that at a minimum a matter of public right must arise “between the government and others”
but that the presence of the United States as a proper party to the proceeding is a necessary but not sufficient means
to distinguish “private rights.” *Id.*, 69 & n. 23. *Crowell v. Benson*, however, remained an embarrassing presence.

1 **Certificate of Service**

2 Case Name: MICHAEL E. BOYD; v. GMAC Mortgage LLC, ET AL.,

3 9th Cir. Case No.: 12-17434

4 I certify that a copy of **Petition for Panel Rehearing** and any attachment **Certificate of**
5 **Service** was served, either in person or by mail, on the persons listed
6 below.

7 M. ELIZABETH HOLT, ESQ. Counsel for Defendants
8 GMAC Mortgage LLC and Mortgage Electronic Registration
9 Systems, Inc.; Severson & Werson, A Professional Corporation;
One Embarcadero Center, Suite 2600
San Francisco, CA 94111

10 Devin Derham-Burk, Trustee
11 Chapter 13 Case #11-61311
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San Francisco, CA 94139-6069

/s/ Michael E. Boyd

13 By: _____
Michael E. Boyd

14 Plaintiff, in *Pro Per*
15 Michael E. Boyd
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18 September 4, 2014

FILED

NOT FOR PUBLICATION
UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

AUG 22 2014

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

MICHAEL E. BOYD,

Plaintiff - Appellant,

v.

GMAC MORTGAGE LLC;
MORTGAGE ELECTRONIC
REGISTRATION SERVICES, INC.,

Defendants - Appellees.

No. 12-17434

D.C. No. 5:11-cv-05018-PSG

MEMORANDUM*

Appeal from the United States District Court
for the Northern District of California
Paul S. Grewal, Magistrate Judge, Presiding**

Submitted August 13, 2014***

Before: SCHROEDER, THOMAS, and HURWITZ, Circuit Judges.

Michael E. Boyd appeals pro se from the district court's judgment

* This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36-3.

** The parties consented to proceed before a magistrate judge. *See* 28 U.S.C. § 636(c).

*** The panel unanimously concludes this case is suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

dismissing his action alleging various claims concerning two mortgage loan agreements. We have jurisdiction under 28 U.S.C. § 1291. We review de novo. *Cervantes v. Countrywide Home Loans, Inc.*, 656 F.3d 1034, 1040 (9th Cir. 2011). We may affirm on any ground supported by the record, *Thompson v. Paul*, 547 F.3d 1055, 1058-59 (9th Cir. 2008), and we affirm.

The district court properly dismissed Boyd's quiet title claim because Boyd stopped making payments on his loans, was not released of his obligations under the loans, and Boyd's deeds of trust authorized defendant to initiate foreclosures. *See* Cal. Civ. Code § 2924(a)(1); *see also* *Gomes v. Countrywide Home Loans, Inc.*, 121 Cal. Rptr. 3d 819, 823-24 (Ct. App. 2011) (California law does not "provide for a judicial action to determine whether the person initiating the foreclosure process is indeed authorized").

The district court properly dismissed Boyd's claims related to two contracts as time-barred because the claims accrued in December 2006 and January 2007 when the contracts were formed, and Boyd did not file his original complaint until October 2011. *See* Cal. Civ. Proc. Code § 337 (setting forth four year limitations period).

The district court properly dismissed Boyd's claim for violation of California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200,

because Boyd failed to allege sufficient facts to state a plausible UCL claim on the basis of a living trust agreement between Boyd and his spouse. *See E.E.O.C. v. Waffle House, Inc.*, 534 U.S. 279, 294 (2002) (“It goes without saying that a contract cannot bind a nonparty.”).

Dismissal of Boyd’s due process claims was proper because nonjudicial foreclosure proceedings do not violate due process. *See Apao v. Bank of N.Y.*, 324 F.3d 1091, 1094-95 (9th Cir. 2003) (nonjudicial foreclosure was not state action and therefore did not implicate due process); *Garfinkle v. Superior Court*, 578 P.2d 925, 934 (Cal. 1978) (“[N]onjudicial foreclosure of a deed of trust constitutes private action authorized by contract and does not come within the scope of the California due process clause.”).

Because Boyd did not file a motion pursuant to Fed. R. Civ. P. 7(b) with the *lis pendens* filed with his complaint, the district court did not err in taking no action on Boyd’s *lis pendens*, and even assuming a proper motion had been filed, there was no pending cause of action which would affect title to specific real property. *See* Fed. R. Civ. P. 7(b) (“A request for a court order must be made by motion.”); *see also* Cal. Civ. Proc. Code § 405.4 (defining “real property claim”); Cal. Civ. Proc. Code § 405.21 (a pro se litigant must seek court approval in order to record a *lis pendens*); *Kirkeby v. Superior Court*, 93 P.3d 395, 398-99 (Cal.

2004) (courts must assess whether the pleading alleges a real property claim).

Boyd's appeal of the denial of his motions for injunctive relief is moot. *See Mt. Graham Red Squirrel v. Madigan*, 954 F.2d 1441, 1450 (9th Cir. 1992) (when underlying claims have been decided, the reversal of a denial of preliminary relief would have no practical consequences, and the issue is therefore moot).

The district court properly denied both Boyd's motion for procedural relief and his attempt to remove this action to the bankruptcy court, and appropriately considered his allegations and applied the correct standard for dismissal under Fed. R. Civ. P. 12(b)(6).

We do not consider arguments raised for the first time on appeal, including Boyd's arguments concerning a First Amendment right to a court of one's choosing. *See Padgett v. Wright*, 587 F.3d 983, 985 n.2 (9th Cir. 2009) (per curiam).

AFFIRMED.

United States Court of Appeals for the Ninth Circuit

Office of the Clerk
95 Seventh Street
San Francisco, CA 94103

Information Regarding Judgment and Post-Judgment Proceedings

Judgment

- This Court has filed and entered the attached judgment in your case. Fed. R. App. P. 36. Please note the filed date on the attached decision because all of the dates described below run from that date, not from the date you receive this notice.

Mandate (Fed. R. App. P. 41; 9th Cir. R. 41-1 & -2)

- The mandate will issue 7 days after the expiration of the time for filing a petition for rehearing or 7 days from the denial of a petition for rehearing, unless the Court directs otherwise. To file a motion to stay the mandate, file it electronically via the appellate ECF system or, if you are a pro se litigant or an attorney with an exemption from using appellate ECF, file one original motion on paper.

Petition for Panel Rehearing (Fed. R. App. P. 40; 9th Cir. R. 40-1)

Petition for Rehearing En Banc (Fed. R. App. P. 35; 9th Cir. R. 35-1 to -3)

(1) A. Purpose (Panel Rehearing):

- A party should seek panel rehearing only if one or more of the following grounds exist:
 - ▶ A material point of fact or law was overlooked in the decision;
 - ▶ A change in the law occurred after the case was submitted which appears to have been overlooked by the panel; or
 - ▶ An apparent conflict with another decision of the Court was not addressed in the opinion.
- Do not file a petition for panel rehearing merely to reargue the case.

B. Purpose (Rehearing En Banc)

- A party should seek en banc rehearing only if one or more of the following grounds exist:

- ▶ Consideration by the full Court is necessary to secure or maintain uniformity of the Court's decisions; or
- ▶ The proceeding involves a question of exceptional importance; or
- ▶ The opinion directly conflicts with an existing opinion by another court of appeals or the Supreme Court and substantially affects a rule of national application in which there is an overriding need for national uniformity.

(2) Deadlines for Filing:

- A petition for rehearing may be filed within 14 days after entry of judgment. Fed. R. App. P. 40(a)(1).
- If the United States or an agency or officer thereof is a party in a civil case, the time for filing a petition for rehearing is 45 days after entry of judgment. Fed. R. App. P. 40(a)(1).
- If the mandate has issued, the petition for rehearing should be accompanied by a motion to recall the mandate.
- See Advisory Note to 9th Cir. R. 40-1 (petitions must be received on the due date).
- An order to publish a previously unpublished memorandum disposition extends the time to file a petition for rehearing to 14 days after the date of the order of publication or, in all civil cases in which the United States or an agency or officer thereof is a party, 45 days after the date of the order of publication. 9th Cir. R. 40-2.

(3) Statement of Counsel

- A petition should contain an introduction stating that, in counsel's judgment, one or more of the situations described in the "purpose" section above exist. The points to be raised must be stated clearly.

(4) Form & Number of Copies (9th Cir. R. 40-1; Fed. R. App. P. 32(c)(2))

- The petition shall not exceed 15 pages unless it complies with the alternative length limitations of 4,200 words or 390 lines of text.
- The petition must be accompanied by a copy of the panel's decision being challenged.
- An answer, when ordered by the Court, shall comply with the same length limitations as the petition.
- If a pro se litigant elects to file a form brief pursuant to Circuit Rule 28-1, a petition for panel rehearing or for rehearing en banc need not comply with Fed. R. App. P. 32.

- The petition or answer must be accompanied by a Certificate of Compliance found at Form 11, available on our website at www.ca9.uscourts.gov under *Forms*.
- You may file a petition electronically via the appellate ECF system. No paper copies are required unless the Court orders otherwise. If you are a pro se litigant or an attorney exempted from using the appellate ECF system, file one original petition on paper. No additional paper copies are required unless the Court orders otherwise.

Bill of Costs (Fed. R. App. P. 39, 9th Cir. R. 39-1)

- The Bill of Costs must be filed within 14 days after entry of judgment.
- See Form 10 for additional information, available on our website at www.ca9.uscourts.gov under *Forms*.

Attorneys Fees

- Ninth Circuit Rule 39-1 describes the content and due dates for attorneys fees applications.
- All relevant forms are available on our website at www.ca9.uscourts.gov under *Forms* or by telephoning (415) 355-7806.

Petition for a Writ of Certiorari

- Please refer to the Rules of the United States Supreme Court at www.supremecourt.gov

Counsel Listing in Published Opinions

- Please check counsel listing on the attached decision.
- If there are any errors in a published opinion, please send a letter in **writing within 10 days** to:
 - ▶ Thomson Reuters; 610 Opperman Drive; PO Box 64526; St. Paul, MN 55164-0526 (Attn: Jean Green, Senior Publications Coordinator);
 - ▶ and electronically file a copy of the letter via the appellate ECF system by using "File Correspondence to Court," or if you are an attorney exempted from using the appellate ECF system, mail the Court one copy of the letter.

United States Court of Appeals for the Ninth Circuit

BILL OF COSTS

Note: If you wish to file a bill of costs, it **MUST** be submitted on this form and filed, with the clerk, with proof of service, within 14 days of the date of entry of judgment, and in accordance with 9th Circuit Rule 39-1. A late bill of costs must be accompanied by a motion showing good cause. Please refer to FRAP 39, 28 U.S.C. § 1920, and 9th Circuit Rule 39-1 when preparing your bill of costs.

_____ v. _____ 9th Cir. No. _____

The Clerk is requested to tax the following costs against: _____

Cost Taxable under FRAP 39, 28 U.S.C. § 1920, 9th Cir. R. 39-1	REQUESTED Each Column Must Be Completed				ALLOWED To Be Completed by the Clerk			
	No. of Docs.	Pages per Doc.	Cost per Page*	TOTAL COST	No. of Docs.	Pages per Doc.	Cost per Page*	TOTAL COST
Excerpt of Record			\$	\$			\$	\$
Opening Brief			\$	\$			\$	\$
Answering Brief			\$	\$			\$	\$
Reply Brief			\$	\$			\$	\$
Other**			\$	\$			\$	\$
TOTAL:				\$	TOTAL: \$			

* Costs per page may not exceed .10 or actual cost, whichever is less. 9th Circuit Rule 39-1.

** Other: Any other requests must be accompanied by a statement explaining why the item(s) should be taxed pursuant to 9th Circuit Rule 39-1. Additional items without such supporting statements will not be considered.

Attorneys' fees **cannot** be requested on this form.

Continue to next page.

Form 10. Bill of Costs - Continued

I, , swear under penalty of perjury that the services for which costs are taxed were actually and necessarily performed, and that the requested costs were actually expended as listed.

Signature

("s/" plus attorney's name if submitted electronically)

Date Name of Counsel: Attorney for:

(To Be Completed by the Clerk)

Date Costs are taxed in the amount of \$

Clerk of Court

By:

, Deputy Clerk

1 **Michael E. Boyd**
2 **5439 Soquel Drive**
3 **Soquel, CA 95073**
4 **Phone: (408) 891-9677**
5 **E-mail: michaelboyd@sbcglobal.net**
6 **In Pro Per**

7 **UNITED STATES BANKRUPTCY COURT**
8 **SOUTHERN DISTRICT OF NEW YORK**

9 In re:
10 RESIDENTIAL CAPITAL, LLC, et al.,
11 Debtors.

12 Case No. 12-12020 (MG)
13 Chapter 11
14 Jointly Administered

15 **CERTIFICATE OF SERVICE**

16 I hereby certify that on October 15, 2014 I electronically transmitted the attached
17 document – *Exhibit B to Answer in Opposition to the ResCap Borrower Claims Trust's Seventy-*
18 *Fifth Omnibus Objection to Claims (No Liability Borrower Claims) (the "Omnibus Objection")*,
19 *filed September 17, 2014* separately filed – to the Clerk's Office using the CM/ECF system for
20 filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

- 21 (a) counsel to the Debtors, Morrison & Foerster LLP, 1290 Avenue of the Americas, New
22 York, NY 10104 (Attention: Gary S. Lee, Norman S. Rosenbaum, Jordan A. Wishnew and
23 Samantha Martin);
24 (b) the Office of the United States Trustee for the Southern District of New York, U.S.
25 Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014 (Attention:
26 Tracy Hope Davis, Linda A. Riffkin, and Brian S. Masumoto);
27 (c) the Office of the United States Attorney General, U.S. Department of Justice, 950
28 Pennsylvania Avenue NW, Washington, DC 20530-0001 (Attention: US Attorney
General, Eric H. Holder, Jr.); (d) Office of the New York State Attorney General, The
Capitol, Albany, NY 122240341 (Attention: Nancy Lord, Esq. and Enid N. Stuart, Esq.);
(e) Office of the U.S. Attorney for the Southern District of New York, One St. Andrews
Plaza, New York, NY 10007 (Attention: Joseph N. Cordaro, Esq.);
(f) counsel for Ally Financial Inc., Kirkland & Ellis LLP, 153 East 53rd Street, New York,
NY 10022 (Attention: Richard M. Cieri and Ray Schrock);
(g) counsel for the committee of unsecured creditors, Kramer Levin Naftalis & Frankel
LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attention: Kenneth Eckstein,
Douglas Mannal, Stephen D. Zide and Joseph A. Shifer);
(h) counsel for Ocwen Loan Servicing, LLC, Clifford Chance US LLP, 31 West 52nd
Street, New York, NY 10019 (Attention: Jennifer C. DeMarco and Adam Lesman);

1 (i) counsel for Berkshire Hathaway Inc., Munger, Tolles & Olson LLP, 355 South Grand
2 Avenue, Los Angeles, CA 90071 (Attention: Thomas Walper and Seth Goldman);
3 (j) Internal Revenue Service, P.O. Box 7346, Philadelphia, PA 19101-7346 (if by
4 overnight mail, to 2970 Market Street, Mail Stop 5-Q30.133, Philadelphia, PA 19104-
5 5016);
6 (k) Securities and Exchange Commission, New York Regional Office, 3 World Financial
7 Center, Suite 400, New York, NY 10281-1022 (Attention: George S. Canellos, Regional
8 Director); and
9 (l) counsel for Borrowers Claims Trust, Polsinelli, 900 Third Avenue, 21st Floor, New
10 York, NY 10022 (Attention: Daniel J. Flanigan and Jason A. Nagi).

11 I hereby certify that I served the attached document by mail on the following, who are not
12 registered participants of the CM/ECF System: NONE.

13 /s/ Michael E. Boyd
14 Michael E. Boyd
15 5439 Soquel Drive
16 Soquel, CA 95073
17 Phone: (408) 891-9677
18 E-mail: michaelboyd@sbcglobal.net

19 DATED: October 14, 2014

1
2
3 **AFFIDAVIT OF WILLIAM J. PAATALO**
4
5

6
7 STATE OF MONTANA
8 COUNTY OF STILLWATER

9 BEFORE ME this day personally appeared William Paatalo, who, being first
10 duly sworn and taking an oath, deposes and says as follows:
11

12 1. I am an Oregon licensed private investigator under ORS 703.430, and
13 have met the necessary requirements under ORS 703.415. My Oregon PSID number is
14 49411.
15

16 2. I am over the age of eighteen years, am of sound mind, having never been
17 convicted of a felony or a crime or moral turpitude. I am competent in all respects to
18 make this Affidavit. I have personal knowledge of the matters declared herein, and if
19 called to testify, I could and would competently testify thereto.
20
21

22 3. I have 17 years combined experience in law enforcement and the
23 mortgage industry. My Resume ("CV") is attached as **"Exhibit 1."**
24

25 4. I have worked exclusively over the last 4 - years investigating foreclosure
26 fraud, chain of title, and issues related to the securitization of residential and
27 commercial mortgage loans, and have spent more than 8,000 hours conducting
28

1. Affidavit of William J. Paatalo

1 investigatory research specifically related to mortgage securitization and chain of title
2 analysis. I have performed such analyses for residential real estate located in many
3 states, including, but not limited to Washington, Oregon, California, Arizona, Nevada,
4 Florida, Ohio, Montana, New Jersey, and several other states.
5

6 5. As of this date, I have conducted over 700 investigations in this area.
7

8 6. As a result of my education and experience I am familiar with and have
9 sufficient training and expertise to qualify as an expert.
10

11 7. I have testified as an expert in state and federal judicial proceedings in
12 various jurisdictions throughout the United States. Most recently, I was admitted to
13 testify as an expert witness on August 11, 2014 at a hearing in the following Ohio case:
14

15 Washington Mutual Bank fka Washington Mutual Bank, F.A. v. Jon A. Smetana, et al., In The Court of
16 Common Pleas, Cuyahoga County, Ohio Case No.CV-08-652392.
17

18 8. My securitization analysis here involves the factual aspects of
19 securitization. My research methods are not considered scientific in nature.
20

21 9. In performing this investigation, I relied upon publicly recorded
22 documents, documents filed with the Securities & Exchange Commission ("SEC"),
23 and data using my ABSNet subscription; a globally recognized software program used
24 by institutional investors in mortgage-backed securities.
25

26
27 10. I was retained by Michael Boyd to review the chain of title and
28

2. Affidavit of William J. Paatalo

1 securitization of two loans originated by "Plaza Home Mortgage, Inc." The first loan
2 was originated on or about December 22, 2006 for the property located at 1090-1092
3 Lakebird Drive, Sunnyvale, CA 94089 (hereinafter "Sunnyvale") and the second loan
4 was originated on or about January 16, 2007 for the property located at 5439 Soquel
5 Drive, Soquel, CA 95073 (hereinafter "Soquel.")
6

7
8 11. I was asked to point out any discrepancies or issues of fact regarding
9 the chain of title and securitization of the subject Deeds of Trust and Notes / debts. The
10 following documents were inspected and marked as exhibits:
11

12 • Link to the "Pooling & Servicing Agreement" (PSA) for "Harborview
13 2007-4" Trust (HVMLT 2007-4) filed with the Securities & Exchange Commission on
14 06/14/2007:
15

16 <http://www.secinfo.com/d12TC3.u11vh.d.htm#1stPage>
17

18 • Link to the "424(b)(5) Prospectus Supplement" for "Harborview 2007-4"
19 Trust (HVMLT 2007-4) filed with the Securities & Exchange Commission on
20 06/15/2007:
21

22 <http://www.secinfo.com/d12TC3.uVAs.htm#1stPage>
23

24 **Exhibit 2 – Boyd - Loan Trust Capture - Soquel**

25 **Exhibit 3 – Boyd - Loan Level Data within the "Harborview 2007-4"**
26 (HVMLT 2007- 4.) - Soquel
27

28 **Exhibit 4 – Assignments - Soquel**

3. Affidavit of William J. Paatalo

1 **Exhibit 5** – Note - Soquel

2 **Exhibit 6** - HVMLT 2007-4 – January 19, 2012 Remittance Report, Pg.22.

3 **Exhibit 7**- HVMLT 2007-4 – March 19, 2012 Remittance Report, Pg.22.

4 **Exhibit 8** - HVMLT 2007-4 – July 19, 2012 Remittance Report, Pg.22.

5 **Exhibit 9** - HVMLT 2007-4 – September 19, 2012 Remittance Report,

6 Pg.20.

7 **Exhibit 10** – Loan Trust Capture – Sunnyvale

8 **Exhibit 11** – Assignments – Sunnyvale

9 **Exhibit 12** – Note – Sunnyvale

10 **Exhibit 13** - Boyd - Loan Level Data within the “Harborview 2007-4”

11 (HVMLT 2007- 4.) - Sunnyvale

12 12. Within a reasonable degree of investigative certainty, my professional
13 opinions are as follows:

14 a. The HVMLT 2007-4 Trust failed to perfect its ownership interest in the
15 subject Deeds of Trust and Notes; as the “Depositor,” and only entity allowed to sell
16 the assets to the HVMLT 2007-4 Trust (Greenwich Capital Acceptance, Inc.), and the
17 Trust’s “Seller” (Greenwich Capital Financial Products, Inc.) are missing in both
18 chains of title. Furthermore, the Notes for each loan that were attached to the proof of
19 claims during the Boyd Bankruptcy (U.S. BK Ct. No. Dist. CA – Case No. 11-61311-

20 4. Affidavit of William J. Paatalo

1 SLJ) do not contain endorsements as required in the HVMLT 2007-4 Trust Agreement,
2 as no endorsements appear on the “face” of either document. Dubious endorsements,
3 one of which is illegible, are provided on blank sheets of paper that have no connection
4 to the notes.
5

6 b. The Boyd debts, which appear in “Bankruptcy” status as of
7 10/14/2014 within the HVMLT 2007-4 Trust are not in default. All payments “due” on
8 the debts are being timely paid to, and received by, the certificateholders /investors in
9 the HVMLT 2007-4 Trust during the pendency of the Boyd bankruptcy.
10
11

12 **EVIDENCE IN SUPPORT OF OPINION “A.”**

13 13. Attached as “**Exhibits 4 & 11**” are the assignments for both Boyd
14 Deeds of Trust. Each of the most recent assignments are called “amended
15 assignments” naming the Assignee as “*Deutsche Bank National Trust Company,*
16 *Solely as Trustee for Harborview Mortgage Loan Pass-Through Certificates, Series*
17 *2007-4.*” The Soquel amended assignment is executed on 03/27/2012 and the
18 Sunnyvale’s is executed on 06/19/2012.
19
20
21

22 14. I located the HVMLT 2007-4 Trust “Prospectus Supplement” (link
23 above) filed with the SEC on 06/15/2007. According to this document, the “Cut-Off
24 Date” for assets to be sold and conveyed to the Trust was May 1, 2007.
25

26 15. The only entity (*emphasis added*) allowed to sell the loans
27
28

1 to the HVMLT 2007-4 Trust was the "Depositor" – "Greenwich Capital Acceptance,
2 Inc." Furthermore, the "Depositor" was to first purchase and acquire (*emphasis added*)
3 the Boyd notes and Deeds of Trust from the "Seller" – "Greenwich Capital Financial
4 Products, Inc." These transaction were to have occurred on or before the Trust's
5 closing date.
6

7
8 16. The Trust Agreement (PSA) identifies the Trust participants as follows
9 on Pg. VI:

10 This Pooling and Servicing Agreement is dated as of May 1, 2007 (the "**Agreement**"), among
11 GREENWICH CAPITAL ACCEPTANCE, INC., a Delaware corporation, as depositor (the
12 "**Depositor**"), GREENWICH CAPITAL FINANCIAL PRODUCTS, INC., a New York corporation,
13 as seller (the "**Seller**"), WELLS FARGO BANK, N.A., a national banking association, as master
14 servicer (in such capacity, the "**Master Servicer**") and as securities administrator (in such capacity,
15 the "**Securities Administrator**"), CLAYTON FIXED INCOME SERVICES INC., as credit risk
16 manager (the "*Credit Risk Manager*") and DEUTSCHE BANK NATIONAL TRUST COMPANY, a
national banking association, as trustee and a custodian (the "**Trustee**").

17 17. In addition, the PSA describes the process for how the Trust's assets
18 were to be sold and conveyed to the Trust in "Section 2.01." The "Depositor" was the
19 party responsible for transferring, assigning, and conveying the assets to the Trust. Per
20 the PSA:
21

22
23 **Section 2.01 Conveyance of Mortgage Loans.**

24 (a) The Depositor, concurrently with the execution and delivery hereof, does hereby
25 transfer, assign, set over and otherwise convey to the Trustee without recourse for the benefit of the
26 Certificateholders all the right, title and interest of the Depositor, including any security interest
27 therein for the benefit of the Depositor, in and to (i) each Initial Mortgage Loan identified on the
Mortgage Loan Schedule[.] (Pg. 63)
28

6. Affidavit of William J. Paatalo

1 In connection with such transfer and assignment, the Seller, on behalf of the Depositor, does
2 hereby deliver on the Closing Date, unless otherwise specified in this Section 2.01, to, and deposit
3 with the Trustee, or the related Custodian as its designated agent, the following documents or
4 instruments with respect to each Mortgage Loan (a "**Mortgage File**") so transferred and assigned:

- 5 (i) the original Mortgage Note, endorsed either on its face or by allonge attached thereto in
6 blank or in the following form: "*Pay to the order of Deutsche Bank National Trust*
7 *Company, as Trustee for HarborView Mortgage Loan Trust Mortgage Loan Pass-*
8 *Through Certificates, Series 2007-4, without recourse*", or with respect to any lost
9 Mortgage Note, an original Lost Note Affidavit stating that the original Mortgage Note
10 was lost, misplaced or destroyed, together with a copy of the related Mortgage Note;
11 (Pg. 64)

12 18. It is my opinion that the sales transactions of the Boyd Deeds of Trust
13 and Notes / debts to the HVMLT 2007-4 Trust never occurred, and that the attempted
14 assignments to the Trust years after the Trust's Closing Date not only contravene the
15 Trust Agreement, they completely bypass the "Seller" (Greenwich Capital Financial
16 Products, Inc.) and the "Depositor" (Greenwich Capital Acceptance, Inc.) in the chain
17 of title.

18 19. Furthermore, attached as **Exhibits 5 & 12** are both Notes that, upon
19 information and belief, were attached to the Proof's of Claim in the Boyd Bankruptcy
20 case in Northern California.

21 20. Each of the notes contain 5 (five) pages marked as "1 of 5" through "5
22 of 5." Nowhere on the "face" of either document are there any endorsements as
23 required by the PSA language in Sec. 2.01 above. Each Proof of Claim does contain a
24
25
26
27
28

7. Affidavit of William J. Paatalo

1 blank piece of paper with endorsements on each, but these documents have no
2 connection to the actual notes, nor are the documents dated or marked "6 of 6."

3 21. In addition, one of the endorsements is completely illegible.
4

5 22. From experience in the mortgage industry, and having investigated
6 more than 700 cases to date, endorsements are to be placed on the "face" of the
7 signature page of the note(s), and if no room exists, then an "Allonge" is to be affixed
8 permanently to the Note. This did not happen.
9

10 **EVIDENCE IN SUPPORT OF OPINION "B"**
11

12 23. I identified the subject loans / debts within the HVMLT 2007-4 Trust
13 using my subscription to ABSNet; a globally recognized software database utilized by
14 institutional investors in mortgage-backed securities. (See attached **Exhibits 2 & 10.**)
15

16 24. It should be noted that the presence of the loan(s) data within the Trust only
17 proves an intent to have securitized the loans / debts. It does not prove ownership of
18 the Notes and Deeds of Trust.
19

20 25. Attached as **Exhibits 6 - 9** are the pages from the HVMLT 2007-4
21 monthly "Remittance Reports" for January 2012, March 2012, July 2012, and
22 September 2014 which I also retrieved from ABSNet.
23

24 26. These Remittance Reports come directly from the HVMLT 2007-4
25 Trust's Securities Administrator and Master Servicer "Wells Fargo Bank, N.A." which
26 is shown in the upper right corner of the documents.
27
28

1 27. According to the Remittance Report Exhibits, the Trust began
2 reporting both of the Boyd loans / debts as being in "Bankruptcy" status beginning in
3 January 2012. The following "Approximate Delinquent Interest" balances for each
4 loan is provided in sequence as follows"

	<u>Soquel #1701055</u>	<u>Sunnyvale #1612127</u>
5 January 19, 2012	\$64,231.65	\$30,588.35
6 March 19, 2012	\$70,267.98	\$30,024.60
7 July 19, 2012	\$68,765.64	\$25,469.16
8 September 19, 2014	\$59,445.77	\$23,319.40

9 28. The reason for the declining balances is that the servicer / master
10 servicer is making all delinquent payments of P&I on the Boyd debt to the
11 certificateholders / investors in the HVMLT 2007-4 Trust.

12 29. Attached as **Exhibits 3 & 13** is the internal loan level data for each of
13 the Boyd loans / debts. Pages 20 & 21 to each of these exhibits show the following:

	<u>Soquel #1701055</u>	<u>Sunnyvale #1612127</u>
14 Monthly Servicer Advance:	\$1,555.79	\$1,238.66
15 Non-Stop Advances:	\$55,637.90	\$21,234.16

16 30. Therefore it is my opinion, should the HVMLT 2007-4 Trust be

1 deemed the proper beneficiary, that no default against the beneficiary has occurred. All
2 payments "due" have consistently been made and continue to be made to the
3 beneficiary / investors.
4

5 31. To the best of my knowledge, these payments being made to and
6 received by the alleged beneficiary, have not been disclosed to the Court.
7
8

9 **Further affiant sayeth not.**
10

11 By: _____
12 William J. Paatalo

13 SWORN TO AND SUBSCRIBED before me on this _____ day of
14 October, 2014 by William J. Paatalo, who produced the following
15 identification: _____ and who took an oath.
16

17 My commission expires: _____ Notary Public – State of Montana
18
19
20
21
22
23
24
25
26
27
28

10. Affidavit of William J. Paatalo

William J. Paatalo

Private Investigator – Oregon PSID# 49411

BP Investigative Agency, LLC

5200 SW Meadows Rd., #150

Lake Oswego, Oregon 97035

(503) 726-5954

Bill.bpia@gmail.com

Curriculum Vitae

William Paatalo has been a licensed private investigator since September of 2009. He has 17 years combined experience in both law enforcement and the mortgage industry. He was a police officer with the St. Paul, Minnesota Police Department from 1990-1996 where he was assigned “Field Training Officer” duties in only his second year on the job, and also received multiple commendations.

Mr. Paatalo worked in the mortgage industry as a “loan officer” with Conseco Home Finance from 1999 – 2000, followed by two years of being a branch manager for multiple mortgage brokering firms. From 2002 – 2008, he became the President of Midwestern Mortgage, LLC f/k/a Wissota Mortgage, LLC in Wisconsin and Minnesota.

Mr. Paatalo has worked exclusively over the last 4- years investigating foreclosure fraud and issues related to the securitization of residential and commercial mortgage loans. He is a Certified Forensic Mortgage Loan Auditor through (“CFLA”), and has spent more than 8,000 hours conducting investigatory research specifically related to mortgage securitization and chain of title analysis. He has performed such analyses for residential real estate located in many states, including, but not limited to Washington, Oregon, California, Nevada, Florida, Montana, Texas, Arizona, Ohio, New Jersey, and several other states. To date, Mr. Paatalo has conducted well over 700 investigations, and has become one of the leading experts in this new field.

Relevant Experience:

- Police Officer / “Field Training Officer” – St. Paul, MN 1990-1996.
- Oregon licensed private investigator under ORS 703.430, and has met the necessary requirements under ORS 703.415.
- Member of the “Oregon Association of Licensed Investigators” (OALI.)
- President of Midwestern Mortgage, LLC f/k/a Wissota Mortgage, LLC in Wisconsin and Minnesota from 2002 – 2008.

Education:

A.A.S. – Law Enforcement – Normandale C.C., Bloomington, MN – 1986
Marketing Management Certificate – Concordia University, St. Paul, MN 2001
Forensic Loan Auditor Certification Training Course (CFLA) – 32 hrs. – San Diego, CA 2011

Expert Testimony:

FEDERAL CASES

Mickelson v. Chase Home Finance, LLC, et. al. U.S. District Court., Western District Of Washington at Seattle No. 2:11-cv-01445

Workum v. Washington Mutual Bank, et al. – U.S. Bankruptcy Court, District of Arizona Adversarial No: 2:12-ap-01418-SSC

Javaheri v. JPMorgan Chase Bank N.A. – U.S. District Court, Central District of California - Case No. CV-10-8185-ODW

Del Piano v. MERS, et al. – U.S. District Court, District of Hawaii - Case No. CV-11-00140-SOM-BMK

JPMorgan Chase v. Dixon – U.S. District Court, Southern District of Texas - Case No. 3:10-CV-329

Robert T. Fanning, Debtor – U.S. Bankruptcy Court, District of Montana – BK Case No. 10-61660

Coward v. JPMorgan Chase, U.S. District Court, Eastern District of CA – Case No. 2:11-cv-03378-GEB

Hoang v. Bank of America, U.S. BK Court, Northern District of CA – Case No. 11-55197-ASW

In Re: Mlynarczyk – Debtors – U.S. BK Court – District of Arizona – Case No. 2:10-bk-07403-RTBP.

Rivera v. Deutsche Bank National Trust Company, U.S. BK Court, Northern CA – Oakland – Case No. 12-49703-MEH-13, Adversary # 13-4008.

Fareed: Sephery-Fard v. Greenpoint Mortgage Funding, Inc. et al., U.S. District Court Northern District of CA – Case No. unknown.

STATE CASES

CALIFORNIA

Gates v. MGC, et al. – In The Court of Appeal For The Court of California, 2nd Appellate District, Division Six - Case No. 2d-Civil No. B239793

Washington v. ReconTrust Company, et al. – Superior Court For The State Of California, County Of Riverside, Riverside Court - Case No. RIC-1115435

Blue Mountain Mortgage, LLC v. March – Superior Court of CA, San Francisco County – Housing Court, Case No. CUD-13-644342.

Ramirez v. JPMorgan Chase Bank, N.A., et al., In The Superior Court of CA, County of Stanislaus, Case No. 680567.

F. Wood Boyce v. TD Service Company, et al. – Superior Court For The State Of California, County Of Santa Barbara - Case No. unknown.

Kevin J. Fidel, et al., v. The Bank of New York Mellon as Trustee, et al. – Superior Court For The State Of California, County Of Orange, Central Justice Center - Case No. 30-2013-00671036.

NORTH CAROLINA

Ingle / Ellis Sub. Trustee v. Long – State Of North Carolina General Court of Justice, Superior Court Division - Case No. 11-SP-009384

In The Matter of Foreclosure – Panico – State Of North Carolina, Iredell County, General Court of Justice, Superior Court Division - Case No. 11-SP-947

In The Matter of Foreclosure – Maleragno – State Of North Carolina, Mecklenburg County,
General Court of Justice, Superior Court Division - Case No. 10-SP-12076

Sandra S. Cowart v. Bank of America, N.A., et al., – State Of North Carolina, In The County of
Guilford - Case No. 13-CVS-10385.

FLORIDA

Deutsche Bank Trust Company v. Kass – In The Circuit Court Of The Seventeenth Judicial
District In And For Broward County Florida – Case No. 09-09002(04)SJ

Wells Fargo Bank, N.A. v. Sammons et al., In The Circuit Court of The Twentieth Judicial
Circuit of Florida, In And For Lee County Florida, Case No. 13CA52663.

One West Bank, FSB v. Heseman, et al., In The Circuit Court of The Seventeenth Judicial Circuit
of Florida, In And For Broward County, Case No. 2009-CA 053546(8).

JPMorgan Chase Bank, N.A. v. Prestar Homes And Rentals, Inc., et al., In The Circuit Court Of
The Ninth Judicial Circuit, In And For Orange County Florida, Case No. 48-2009-CA-008407
O.

U.S. Bank, N.A. as Trustee v. John M. Roesch, In The Circuit Court Of The Sixth Judicial
Circuit, In And For Pinellas County Florida, Case No. :52-2012-CA-012635

Wells Fargo Bank, N.A. v. Niclose Sammons, In The Circuit Court Of The Twentieth Judicial
Circuit, In And For Lee County Florida, Case No.:13CA52663.

The Bank of New York Mellon as Trustee v. Kenneth B. Kaye Jr., In The Circuit Court Of The
Sixth Judicial Circuit, In And For Pinellas County Florida, Case No. Unknown.

The Bank of New York Mellon as Trustee v. Douglas Didrick et al., In The Circuit Court Of The
Twentieth Judicial Circuit, In And For Collier County Florida, Case No.:12-CA-3870.

Deutsche Bank, N.A. as Trustee v. Patrick O'Keefe, et al., , In The Circuit Court Of The Fifth
Judicial Circuit, In And For Marion County Florida, Case No. :42-2012-CA003273-AXXX-XX.

GEORGIA

Winkler v. JPMorgan Chase Bank, N.A., et al. In The Superior Court Of Cherokee County, State
of Georgia – Case No. Unknown

OHIO

Washington Mutual Bank fka Washington Mutual Bank, F.A. v. Jon A. Smetana, et al., In The
Court of Common Pleas, Cuyahoga County, Ohio Case No.CV-08-652392.

JPMorgan Chase Bank, N.A. v. Michael M. Stevens, et al., In The Court of Common Pleas,
Cuyahoga County, Ohio, Case No. CV-13-803622.

JPMorgan Chase Bank, N.A. v. Christopher Ardern, et al., In The Court of Common Pleas, Lake
County, Ohio, Case No. 12CF000958.

OREGON

Wells Fargo Bank, N.A. v. Mantell – Circuit Court For The State Of Oregon, County Of
Multnomah - Case No. 1111-15457

U.S. Bank, N.A. as Trustee v. Natache D. Rinegard-Guirma, et al. - Circuit Court For The State
Of Oregon, County Of Multnomah - Case No. 1112-16030

The Bank of New York Mellon as Trustee, et al., v. Nettleton – In The Circuit Court For The
State of Oregon – County of Deschutes, Case No. 12-CV-0288.

The Bank of New York Mellon as Trustee v. Brian D. Ortman, In The Circuit Court For The
State of Oregon – County of Deschutes, Case No. 12-CV-0813.

The Bank of New York Mellon as Trustee v. Kenneth Brown, In The Circuit Court For The State
of Oregon – County of Jackson, Case No. 130845E2.

U.S. Bank N.A. as Trustee v. Jerry C. Reeves, et al., In The Circuit Court For The State of
Oregon – County of Douglas, Case No. 13CV2112CC.

Citimortgage, Inc. v. Mathew H. Corcoran, In The Circuit Court For The State of Oregon –
County of Washington, Case No. C12-4029CV.

MINNESOTA

In The Matter of THE Petition of JPMorgan Chase Bank, N.A. – State Of Minnesota County of
Hennepin, Distric Court – Fourth Judicial District Case No. 27-ET-CV-10-209.

MONTANA

Kerr v. BAC Home Loan Servicing, et al – In The Twenty Second Judicial District For The State
Of Montana, County Of Carbon – Case No. Unknown

Ocwen Loan Servicing, LLC, et al v. Rehm – In The Eighteenth District Court For The State Of
Montana, County Of Gallatin - Case No. DV-1217B

Philip J. and Ubon Slagter v. Citibank, N.A. as Trustee, In The Twenty First Judicial District For
The State Of Montana, County Of Ravali – Case No. DV-13-447.

NEW YORK

BAC Home Loan Servicing, LP v. Paul A. Amelio, Supreme Court of the State of New York –
Index No. 1302977/2009.

NEW MEXICO

Deutsche Bank Trust Company Americas as Trustee v. Robert Todd, et al., State of New
Mexico, County of Santa Fe, First Judicial District, Case No. D-101-CV-2011-02730.

PENNSYLVANIA

Bank of America, N.A. v. Alfonso Amelio, v. Allegheny Court of Common Pleas– Case No. GD-
09-010436.

File Edit User Configuration View Help

Software Analyzer - Beverly Loan Info

Field Name Original Loan Amount Original Loan Date

Comparison Equals Equals

Value(s) 647000 01/16/2007 95073

Inference 56 Exact Match 1 month

Deal Name Harbor View Mortgage Loan Tru... State CA ZIP Code 95073 Maturity Date 2/1/2037 Loan Origination 1/16/2007 Original Interest 7.250000 Original Loan Am 647,000.00 Loan ID 0601701053

Bloomberg Name FVMT 2007-4

BP Investigative Agency
Exhibit 2

Bankruptcy	711,216.07	711,216.07	711,216.07

0.00	0.00	150+	150+

2.63	0.00	0.00	1,555.79	0

BP Investigative Agency
Exhibit 3 - pg.3

12		0001701055	2

BP Investigative Agency
Exhibit 3 - pg.4

303	1,005			67

BP Investigative Agency
Exhibit 3 - pg.5

53	0.00	0.00	0.00	0001701055

BP Investigative Agency
Exhibit 3 - pg.6

Low Documentation	HBV07-4-2	8308	HARBORVIEW 2007-4

1/16/2007	C	Rate / Term Refinance	71.90	Owner Occupied

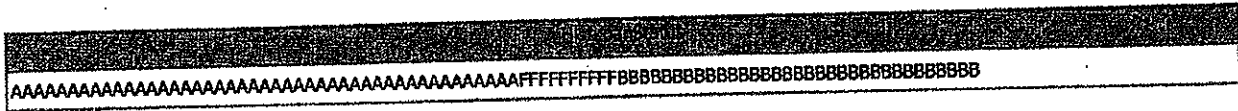
7.25	647,000.00	651,398.57	CA	95073

Single Family Residence	1	71.90		1.00

	12.25	2.25	2.25	

[REDACTED]	
GMAC MORTGAGE, LLC	Plaza Home Mortgage

736	900,000.00		SOQUEL



9/1/2014	6/1/2007	3/1/2011	1/1/2012		

GMAC	Owen				

HarborView Mortgage Loan Trust 2007-4	N	6/14/2007	HVMLT 2007-4	Alt-A

GMAC	537		55,637.90	55,637.90

1,555.79	0.00	1.00

Requested and Prepared by:
ETS Services, LLC

When Recorded Mail To:
ETS Services, LLC
2255 North Ontario Street, Suite 400
Burbank, California 91504-3120



2011-0008124 02/22/2011 01:18:08 PM

OFFICIAL RECORDS OF Santa Cruz County
Sean Saldivia Recorder
RECORDING FEE: \$18.00
COUNTY TAX: \$0.00
CITY TAX: \$0.00



ADTR
1 PG
RCD131

110082128
Loan No.: 0359491412
TS No: GM-278027-C

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to:

GMAC MORTGAGE, LLC

all beneficial interest under that certain Deed of Trust dated: 1/16/2007 executed by "MICHAEL BOYD" AND "PATRICIA L. PARAMOURE", HUSBAND AND WIFE AS JOINT TENANTS, as Trustor(s), to FIRST AMERICAN TITLE, as Trustee, and recorded as Instrument No. 2007-0004088, on 1/24/2007, in Book XX, Page XX of Official Records, in the office of the County Recorder of Santa Cruz County, California together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

DATE: 02/12/11

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

Robert Rodriguez
Assistant Secretary

State of Texas } SS.
County of Dallas

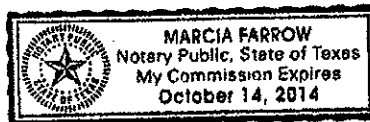
On 2-12-11 before me, Marcia Farrow Notary Public, personally appeared Robert Rodriguez who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



BP Investigative Agency
Exhibit 4

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY
RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

GMAC c/o ACS, Inc
9401 James Avenue South, Suite 140
Minneapolis, MN 55431
ATTN: Trailing Mail

File No. 14790



2012-0016231 04/04/2012 01:23:28 PM
OFFICIAL RECORDS OF Santa Cruz County
Sean Saldivia Recorder
RECORDING FEE: \$18.00
COUNTY TAX: \$0.00
CITY TAX: \$0.00



6499548

Min No. 10010980000538612
MERS Phone No. 1-888-679-6377

IMPORTANT NOTICE

Note: After having been recorded, this Assignment should be kept with the Note and Deed of Trust hereby assigned

*This amended Assignment of Deed of Trust is being executed in order to amend and correct an error in a previously executed Assignment of Deed of Trust that was recorded on February 22, 2011, as Instrument # 11-8124 in the Official Records of the County Recorder of Santa Cruz, CA. The Beneficiary name was incorrectly listed and this amendment seeks to correct that error.

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns, and transfers to Deutsche Bank National Trust Company, solely as Trustee for Harborview Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2007-4 all beneficial interest under that certain Deed of Trust dated January 16, 2007, executed by Michael Boyd and Patricia L. Paramoure, Husband and Wife as Joint Tenants to First American Title, as Trustee; and recorded January 24, 2007, as Document No. 2007-0004088, in the Official Records of the County Recorder of Santa Cruz County, CA.

TOGETHER with the rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part the real property described therein.

Dated: 3/27/12

Mortgage Electronic Registration Systems, Inc.

State of Pennsylvania
County of Montgomery

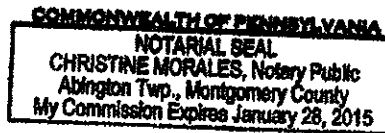
Helen Tyson
Helen Tyson
Assistant Secretary

On March 27, 2012 before me, Christine Morales Notary Public, personally appeared Helen Tyson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same and his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Christine Morales
Christine Morales



Prepared by: Routh Crabtree Olsen, PS, 1241 E. Dyer Road, Suite 250, Santa Ana, CA 92705

01/24/2012 12:47 7142476123

VAULT

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SEE "PREPAYMENT PENALTY ADDENDUM TO NOTE" ATTACHED HERETO AND MADE A PART HEREOF.
SEE "PREPAYMENT ADDENDUM TO NOTE" ATTACHED HERETO AND MADE A PART HEREOF.

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

LOAN NO.:

MEMO FROM: 1-800-678-8377

THIS NOTE PROVIDES FOR A CHANGE IN MY FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY. THIS NOTE ALLOWS MONTHLY PAYMENT OPTIONS FOR AN INITIAL PERIOD. THIS NOTE MAY REQUIRE UNPAID INTEREST TO BE ADDED TO LOAN PRINCIPAL AND REQUIRE ME TO PAY ADDITIONAL INTEREST ON THE UNPAID INTEREST (NEGATIVE AMORTIZATION).

JANUARY 18, 2007
[Date]

HUNTINGTON BEACH
[City]

CALIFORNIA
[State]

5439 SOQUEL DRIVE, SOQUEL, CA 95073-
[Property Address]

1. **BORROWER'S PROMISE TO PAY**
In return for a loan that I have received, I promise to pay U.S. \$ 647,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is PLAZA HOME MORTGAGE, INC.

I will make all payments under this Note in the form of cash, check or money order.
I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. **INTEREST**
Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.250 %. The interest rate I will pay may change in accordance with Section 4 of this Note.
The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. **PAYMENTS**

(A) **Time and Place of Payments**
I will make my monthly payments on the first day of each month beginning on MARCH, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal, if any. If, on FEBRUARY 01, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PLAZA HOME MORTGAGE, INC.
5080 SHOREHAM PLACE #206, SAN DIEGO, CA 92122
or at a different place if required by the Note Holder.

(B) **Amount of My Monthly Payments**
I will pay interest by making payments in the amount of US \$ 2,291.46 (the "Minimum Payment") month until either (i) the first Interest Rate Change Date set forth in Section 4(A), or (ii) payment of the Minimum Payment on my next scheduled payment date would cause my principal balance to exceed the Maximum Limit set forth in Section 3(D), whichever event occurs first (the "Option Period"). The minimum Payment is calculated based upon the amount of interest that will accrue each month at a rate equal to 4.250 %. Payment of the Minimum Payment amount will result in accrued but unpaid interest being added to Principal. The unpaid Principal and any accrued but unpaid interest will then accrue additional interest at the rate then in effect. This practice is known as negative amortization.

5 VA OPTION ARM NOTE-MULTISTATE-888-408
NOT A LIBOR Six Month Index

Page 1 of 5

LENDER SUPPORT SYSTEMS, INC 888-01-358 (04/04)

BP Investigative Agency
Exhibit 5

01/24/2012 12:47 7142476123

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After the expiration of the Option Period, I will pay interest by making payments in an amount sufficient to pay interest as it accrues every month until FEBRUARY 01, 2017 (the "Interest Only Period"). This amount will be determined by the Note Holder as set forth in Section 4(C). In addition, if I make payments of principal and/or accrued unpaid interest during the Interest Only Period, my monthly interest-only payment amount will change and will be based on the remaining Principal and my then current interest rate.

After the expiration of the Interest Only Period, I will pay principal and interest by making payments every month for the remaining term (the "Full Amortization Period"). The amount of payments during the Full Amortization Period will be determined by the Note Holder as set forth in Section 4(C).

(C) Additions to My Unpaid Principal

During the Option Period, my monthly payment could be less than or greater than the amount of interest owed each month. For each month that my monthly payment is less than the interest owed, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal. Interest will accrue on the amount of this difference at the interest rate required by Section 2 or Section 4. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment to interest before Principal.

(D) Limit on My Unpaid Principal; Increased Minimum Payment
My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED TEN AND 000/1000THS percent of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to additions to my unpaid Principal described in Section 3(C). If on any payment due date I would exceed the Maximum Limit by paying my Minimum Payment, then my monthly payment will be adjusted to an amount equal to the Interest Only Payment described in Section 3(E)(i). I will continue to pay that amount until the Interest Only Period expires.

(E) Additional Payment Options

During the Option Period, the Note Holder may provide me with up to three (3) additional payment options (the "Payment Options"). I will be eligible to select one of the Payment Options if it results in a larger monthly payment than my regular Minimum Payment. I may be given the following Payment Options:

(i) Interest Only Payment: Pay only the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) Fully Amortized Payment: Pay the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments, at the then current interest rate.

(iii) 15 Year Amortized Payment: Pay the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments, at the then current interest rate. These Payment Options are only applicable if they are greater than the Minimum Payment.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my Minimum Payment before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

4. ADJUSTABLE INTEREST RATE

(A) Interest Rate Change Dates

The interest rate I will pay will change on the first day of FEBRUARY, 2012 and the adjustable interest rate I will pay may change on that day every 6th month thereafter. The date on which my interest rate changes is called an "Interest Rate Change Date."

(B) The Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent index figure available as of the first business day of the month immediately preceding the month in which the Interest Rate Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

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(C) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Interest Rate Change Date.

The Note Holder will then determine the amount of the monthly payment. If the Interest Rate Change Date occurs during the Interest-Only Period, the new monthly interest-only payment will be based on the unpaid Principal that I am expected to owe at the Interest Rate Change Date and my new interest rate. If the Interest Rate Change Date occurs during the Full Amortization Period, my new monthly payment will be in an amount sufficient to repay the unpaid Principal that I am expected to owe at the Interest Rate Change Date at my new interest rate in substantially equal payments.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Interest Rate Change Date will not be greater than 12.250 % or less than 2.250 %. Thereafter, my interest rate will never be increased or decreased on any single Interest Rate Change Date by more than ONE AND ONE EIGHTH percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding 0 month(s). My interest rate will never be greater than 12.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Interest Rate Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Interest Rate Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

5. BORROWER'S RIGHT TO REPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

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VAULT

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7. BORROWER'S FAILURE TO PAY AS REQUIRE

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 8.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

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Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED


MICHAEL BOYD

(Seal)
-Borrower


PATRICIA L. PARAMORE

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

5 YR OPTION ARM NOTE-MULTISTATE-BER 4005
NTA-11902, 30 Month Period

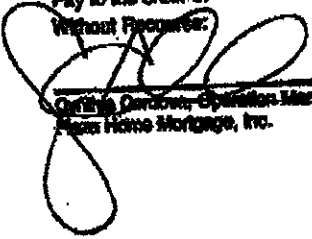
Page 5 of 5

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Pay to the order of
Without Recourse


Online Document Operation Manager
First Home Mortgage, Inc.

**HarborView Mortgage Loan Trust
Mortgage Loan Pass-Through Certificates
Series 2007-4**

Contact: Customer Service - CTSLink
Wells Fargo Bank N.A.
Securities Administration Services
8490 Shagascoch Circle
Frederick, MD 21701-4747
www.ctslink.com
Telephone: 1-866-846-4526
Fax: 240-586-6675

Group	Loan Number	Month Loan Entered Bankruptcy	First Payment Date	State	LTV at Origination	Original Principal Balance	Current Actual Balance	Paid To Date	Months Delinquent	Current Loan Rate	Approximate Delinquent Interest
Group 1	0000037546	Nov-2011	01-Mar-2007	CA	75.00	352,500.00	409,873.71	01-Oct-2010	13	8.875%	46,277.77
Group 1	0000038186	Nov-2011	01-Mar-2007	CA	80.00	281,500.00	337,792.26	01-Sep-2010	14	9.375%	42,111.36
Group 1	0000580514	Oct-2011	01-Feb-2007	CA	60.00	480,000.00	659,669.40	01-Dec-2011	0	7.250%	7,920.27
Group 1	0000614537	Jan-2012	01-Mar-2007	CA	65.00	344,500.00	486,887.58	01-Nov-2011	0	7.625%	6,186.58
Group 1	0000654517	Sep-2009	01-May-2007	CA	70.00	406,000.00	546,851.78	01-Aug-2011	3	7.500%	17,032.15
Group 1	0000654780	May-2011	01-Jun-2007	CA	68.98	338,000.00	449,565.32	01-Feb-2011	9	7.875%	32,694.56
Group 1	0001612127	Jan-2012	01-Feb-2007	CA	60.59	515,000.00	559,951.91	01-Apr-2011	7	7.250%	30,588.35
Group 1	0001701211	Apr-2011	01-Mar-2007	CA	78.57	384,000.00	420,241.71	01-Jan-2011	22	7.500%	62,842.66
Group 1	0001701245	May-2010	01-Mar-2007	CA	73.96	355,000.00	384,275.36	01-Jun-2011	5	7.750%	17,304.16
Group 1	0015612120	Apr-2009	01-Feb-2007	AZ	80.00	292,000.00	301,695.00	01-Dec-2011	5	2.000%	994.35
Group 1	0049974510	Jun-2010	01-Mar-2007	CA	62.00	252,000.00	273,993.72	01-Jan-2012	(1)	7.990%	1,821.97
Group 1	0049974510	May-2009	01-Mar-2007	CA	47.00	272,600.00	345,421.59	01-Dec-2011	0	4.250%	2,434.59
Group 1	0049974510	Nov-2011	01-Mar-2007	CA	70.00	262,500.00	314,204.15	01-Mar-2011	8	7.750%	20,187.10
Group 1	1000126104	Mar-2011	01-Mar-2007	AZ	80.00	178,400.00	195,840.17	01-Oct-2011	1	2.250%	1,087.69
Group 2	0000002286	Feb-2010	01-Feb-2005	CA	69.00	506,000.00	471,509.68	01-Apr-2011	7	3.000%	9,630.60
Group 2	0000011984	Nov-2011	01-Mar-2007	CA	80.00	354,400.00	407,356.89	01-Jul-2011	4	8.500%	17,260.85
Group 2	0000037456	Feb-2008	01-Mar-2007	CA	80.00	336,150.00	393,717.13	01-May-2011	6	8.500%	22,515.58
Group 2	0000163394	Apr-2010	01-Mar-2007	CA	80.00	344,000.00	382,678.08	01-Dec-2011	8	7.875%	25,334.28
Group 2	0000333258	Jun-2010	01-Mar-2007	CA	80.00	504,000.00	497,499.42	01-Dec-2011	0	1.500%	1,224.69
Group 2	0000333730	Jul-2009	01-Mar-2007	CA	80.00	528,000.00	569,620.45	01-Dec-2011	0	2.000%	1,875.20
Group 2	0000333876	Sep-2010	01-Apr-2007	CA	80.00	360,000.00	379,661.08	01-Dec-2011	0	4.650%	2,928.37
Group 2	0000335709	Jun-2010	01-Apr-2007	CA	80.00	367,000.00	355,470.81	01-May-2011	6	1.000%	2,287.67
Group 2	0000336361	Sep-2011	01-Apr-2007	NV	80.00	236,000.00	413,526.61	01-Nov-2010	12	7.500%	36,598.14
Group 2	0000336695	May-2011	01-May-2007	CA	80.00	376,000.00	341,483.05	01-Apr-2011	7	2.000%	4,510.06
Group 2	0000546598	Dec-2011	01-Oct-2006	CA	80.00	980,000.00	416,143.84	01-Dec-2011	0	5.250%	3,625.39
Group 2	0000552554	Dec-2011	01-Nov-2006	CA	70.00	980,000.00	1,284,099.00	01-Sep-2010	14	3.250%	114,844.28
Group 2	0000557777	May-2011	01-Dec-2006	CA	70.00	479,500.00	669,008.39	01-Oct-2011	1	2.600%	2,691.08
Group 2	0000578401	Dec-2011	01-Dec-2006	CA	65.00	464,750.00	581,072.12	01-Dec-2011	0	3.250%	3,126.66
Group 2</											

HarborView Mortgage Loan Trust
Mortgage Loan Pass-Through Certificates
Distribution Date: 19-Mar-2012

HarborView Mortgage Loan Trust
Mortgage Loan Pass-Through Certificates
Series 2007-4

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Contact: Customer Service - CTSlink
Wells Fargo Bank, N.A.
Securities Administration Services
8480 Stagecoach Circle
Frederick, MD 21701-4747
www.ctslink.com
Telephone: 1-866-646-4526
Fax: 240-586-8675

Bankruptcy Detail - All Mortgage Loans in Bankruptcy during Current Period

Group	Loan Number	Month Loan Entered Bankruptcy	First Payment Date	State	LTV at Origination	Original Principal Balance	Current Actual Balance	Paid To Date	Months Delinquent	Current Loan Rate	Approximate Delinquent Interest
Group 1	0000572248	Feb-2012	01-Dec-2006	CA	67.42	300,000.00	404,256.97	01-Mar-2011	10	3.250%	23,480.64
Group 1	0000580514	Oct-2011	01-Feb-2007	CA	60.00	480,000.00	667,463.88	01-Feb-2012	0	7.250%	8,013.84
Group 1	0000614537	Jan-2012	01-Mar-2007	CA	65.00	344,500.00	492,950.77	01-Jan-2012	0	3.500%	4,558.39
Group 1	0000649132	Feb-2012	01-May-2007	WA	59.71	209,000.00	280,012.15	01-Aug-2011	5	7.000%	11,588.96
Group 1	0000654517	Sep-2009	01-May-2007	CA	70.00	406,000.00	546,851.78	01-Aug-2011	5	7.500%	23,845.01
Group 1	0000654780	May-2011	01-Jun-2007	CA	68.58	338,000.00	449,366.32	01-Feb-2011	11	7.875%	38,649.34
Group 1	0001612127	Jan-2012	01-Feb-2007	CA	60.59	515,000.00	561,510.99	01-May-2011	8	3.000%	30,024.60
Group 1	0001701211	Apr-2011	01-Mar-2007	CA	78.37	384,000.00	420,241.71	01-Jun-2010	24	3.000%	66,500.57
Group 1	0001701245	May-2010	01-Mar-2007	CA	73.96	355,000.00	384,275.36	01-Jul-2011	6	3.000%	18,256.46
Group 1	0015612120	Apr-2009	01-Feb-2007	AZ	80.00	292,000.00	300,148.43	01-Feb-2012	0	2.000%	989.27
Group 1	0046974510	Jun-2010	01-Mar-2007	CA	60.00	252,000.00	274,425.85	01-Mar-2012	(1)	3.432%	781.22
Group 1	0049977795	May-2009	01-Mar-2007	CA	47.00	272,000.00	344,137.42	01-Feb-2012	0	4.250%	2,423.57
Group 1	0049977777	Nov-2011	01-Mar-2007	CA	70.00	262,500.00	314,204.15	01-Mar-2011	10	3.432%	23,088.49
Group 1	1000126104	Mar-2011	01-Mar-2007	AZ	80.00	178,400.00	195,840.17	01-Jul-2011	3	2.250%	1,810.03
Group 2	0000002286	Feb-2010	01-Feb-2005	CA	69.00	506,000.00	469,234.00	01-Jul-2011	7	3.250%	9,775.21
Group 2	0000011984	Dec-2008	01-Apr-2007	CA	80.00	354,400.00	407,356.89	01-Jul-2011	6	8.500%	23,014.48
Group 2	0000037456	Nov-2011	01-Mar-2007	CA	80.00	336,150.00	393,717.13	01-May-2011	8	3.432%	26,509.55
Group 2	0000163394	Feb-2008	01-Mar-2007	CA	80.00	340,000.00	384,840.90	01-Feb-2012	0	7.875%	1,218.01
Group 2	0000333258	Apr-2010	01-Mar-2007	CA	80.00	528,000.00	494,783.83	01-Feb-2012	0	1.500%	1,869.12
Group 2	0000333730	Jan-2010	01-Mar-2007	CA	80.00	360,800.00	378,715.97	01-Feb-2012	0	2.000%	2,921.09
Group 2	0000333825	Jul-2009	01-Mar-2007	CA	80.00	360,000.00	353,459.17	01-Jul-2011	6	1.000%	2,274.54
Group 2	0000333876	Sep-2010	01-Apr-2007	CA	80.00	367,200.00	414,734.15	01-Dec-2010	13	7.500%	39,281.38
Group 2	0000335709	Jun-2010	01-Apr-2007	CA	80.00	376,000.00	339,968.21	01-Jul-2011	6	2.000%	3,619.47
Group 2	0000336361	Sep-2011	01-May-2007	NV	80.00	296,000.00	415,463.77	01-Feb-2012	0	3.250%	3,992.74
Group 2	0000336595	May-2011	01-Oct-2006	CA	80.00	980,000.00	669,008.39	01-Sep-2010	16	3.250%	4,477.86
Group 2	0000346398	Dec-2011	01-Nov-2006	CA	70.00	479,500.00	578,531.52	01-Oct-2011	3	2.000%	3,113.03
Group 2	0000552534	May-2011	01-Dec-2006	CA	65.00	464,750.00	1,145,126.16	01-Feb-2012	0	3.250%	4,477.86
Group 2	0000557777	Mar-2012	01-Feb-2006	CA	69.71	854,000.00	1,091,095.02	01-Mar-2011	15	7.750%	126,063.11
Group 2	0000578401	Jan-2012	01-Feb-2007	CA	70.00	812,000.00	1,091,095.02	01-Mar-2011	10	3.500%	73,148.86
Group 2	0000611178	Aug-2011	01-Apr-2007	CA	80.00	372,000.00	409,441.11	01-Jan-2012	0	2.500%	1,698.94
Group 2	0000639682	Mar-2012	01-May-2007	CA	58.50	447,500.00	519,932.72	01-May-2010	20	2.000%	831.47
Group 2	0000654053	Feb-2010	01-May-2007	CA	79.91	447,500.00	505,202.36	01-Oct-2010	(1)	3.000%	70,276.98
Group 2	0001080311	Dec-2011	01-Feb-2007	CA	71.89	647,000.00	711,216.07	01-Feb-2012	15	2.000%	1,573.33
Group 2	0001612230	Dec-2010	01-Apr-2007	CA	79.70	430,400.00	477,709.01	01-Feb-2012	0	1.577%	12,724.77
Group 2	0001701055	Aug-2011	01-Apr-2007	CA	80.00	637,600.00	667,976.98	01-Dec-2010	13	3.750%	5,211.14
Group 2	0009564166	Nov-2009	01-Feb-2007	CA	69.72	760,000.00	840,043.56	01-Jan-2012	0	2.000%	3,375.79
Group 2	0009701003	Aug-2011	01-Mar-2007	WA	80.00	607,960.00	684,373.40	01-Dec-2011	1	2.000%	3,362.07
Group 2	0015612186	Mar-2011	01-Feb-2007	NY	80.00	172,000.00	187,922.78	01-Apr-2011	9		

HarborView Mortgage Loan Trust
Mortgage Loan Pass-Through Certificates
Distribution Date: 19-Jul-2012

HarborView Mortgage Loan Trust
Mortgage Loan Pass-Through Certificates
Series 2007-4

Contact: Customer Service - CTSlink
Wells Fargo Bank, N.A.
Securities Administration Services
3480 Stagecoach Circle
Frederick, MD 21701-4747
www.ctslink.com
Telephone: 1-866-946-4526
Fax: 240-586-8675

Bankruptcy Detail - All Mortgage Loans in Bankruptcy during Current Period

Group	Loan Number	Month Loan Entered Bankruptcy	First Payment Date	State	LTV at Origination	Original Principal Balance	Current Actual Balance	Paid To Date	Months Delinquent	Current Loan Rate	Approximate Delinquent Interest
Group 1	0000630160	May-2012	01-May-2007	AZ	70.00	217,000.00	292,145.66	01-Jun-2011	11	3.500%	20,431.90
Group 1	0000634782	Jul-2012	01-Apr-2007	CA	64.97	536,000.00	763,019.40	01-Dec-2011	5	3.500%	23,841.36
Group 1	0000647818	Jul-2012	01-May-2007	CA	60.00	336,000.00	505,081.54	01-Jun-2012	0	8.125%	6,796.14
Group 1	0001611279	May-2012	01-Feb-2007	AZ	80.00	236,000.00	259,011.85	01-Jun-2012	0	3.000%	1,284.26
Group 1	0001612127	Jan-2012	01-Feb-2007	CA	60.59	515,000.00	566,244.98	01-Aug-2011	9	3.000%	25,469.16
Group 1	0001701211	Jul-2012	01-Mar-2007	CA	78.37	384,000.00	420,241.71	01-Jun-2010	28	3.000%	70,665.97
Group 1	0001701245	May-2010	01-Mar-2007	CA	73.96	355,000.00	384,275.36	01-Oct-2011	7	3.000%	14,651.42
Group 1	0015612120	Apr-2009	01-Feb-2007	AZ	80.00	292,000.00	300,148.43	01-Feb-2012	3	2.000%	2,457.20
Group 1	004974510	Jun-2010	01-Mar-2007	CA	60.00	252,000.00	266,591.20	01-Jul-2012	(1)	3.397%	754.03
Group 1	004977795	May-2009	01-Mar-2007	CA	47.00	272,000.00	340,862.98	01-Jul-2012	(1)	4.250%	1,202.51
Group 1	004979777	Nov-2011	01-Mar-2007	CA	70.00	262,500.00	314,204.15	01-Mar-2011	14	3.397%	26,602.01
Group 1	0049963310	Jul-2012	01-Apr-2007	CA	69.93	379,000.00	386,857.68	01-Jul-2012	(1)	1.000%	314.95
Group 2	0000002286	Feb-2010	01-Feb-2005	CA	69.00	506,000.00	468,091.90	01-Jul-2011	10	3.250%	13,272.12
Group 2	0000011984	Dec-2008	01-Apr-2007	CA	80.00	354,400.00	407,336.89	01-Sep-2011	7	3.000%	18,423.45
Group 2	0000163394	Feb-2008	01-Mar-2007	CA	80.00	340,000.00	489,332.26	01-Oct-2011	8	2.375%	20,162.02
Group 2	0000333258	Apr-2010	01-Mar-2007	CA	80.00	528,000.00	563,649.51	01-Jun-2012	0	1.500%	1,204.63
Group 2	0000333730	Jun-2010	01-Mar-2007	CA	80.00	360,800.00	377,763.51	01-Apr-2012	1	4.650%	1,856.89
Group 2	0000333825	Jul-2009	01-Mar-2007	CA	80.00	360,800.00	347,404.09	01-Jun-2011	4	3.000%	1,681.25
Group 2	0000333876	Sep-2010	01-Apr-2007	CA	80.00	367,200.00	422,139.54	01-Jun-2012	11	3.000%	27,852.46
Group 2	0000333709	Jun-2010	01-Apr-2007	CA	80.00	296,000.00	338,494.01	01-Oct-2011	7	2.000%	4,466.18
Group 2	0000333661	Sep-2011	01-Apr-2007	CA	80.00	376,000.00	414,085.69	01-Jun-2012	0	5.250%	3,607.50
Group 2	0000333695	May-2011	01-May-2007	CA	80.00	603,000.00	521,990.67	01-Jun-2012	(1)	3.500%	1,513.33
Group 2	0000498899	Jul-2012	01-Nov-2006	CA	50.97	464,750.00	573,408.90	01-Jun-2012	0	3.250%	3,085.52
Group 2	0000557777	Jul-2012	01-Dec-2006	CA	65.00	560,000.00	755,665.41	01-Nov-2011	6	3.500%	27,891.45
Group 2	000063347	May-2011	01-Apr-2007	CA	70.00	903,500.00	1,108,232.92	01-Feb-2010	19	3.500%	193,993.67
Group 2	0000636043	Jun-2012	01-Apr-2007	CA	65.00	770,000.00	992,478.43	01-Oct-2010	27	3.500%	124,030.25
Group 2	0000636662	Jun-2012	01-May-2007	CA	70.00	372,000.00	409,441.11	01-Apr-2012	1	2.500%	2,533.41
Group 2	0000636882	Aug-2011	01-Apr-2007	CA	80.00	640,000.00	687,215.15	01-Jul-2011	10	2.000%	13,462.40
Group 2	0000636882	Apr-2012	01-Jun-2007	AZ	70.00	168,000.00	232,619.35	01-Jun-2012	0	2.000%	535.91
Group 2	0000650481	Jun-2012	01-May-2007	CA	58.90	480,000.00	519,932.72	01-Jun-2010	23	3.397%	65,741.52
Group 2	0000658095	Feb-2010	01-Mar-2007	CA	71.89	447,000.00	711,216.07	01-Dec-2010	17	3.000%	68,765.64
Group 2	0001030311	Jan-2012	01-Mar-2007	CA	79.70	430,000.00	475,581.29	01-Jun-2012	0	2.000%	1,566.33
Group 2	0001701055	Dec-2010	01-Apr-2007	CA	80.00	637,600.00	659,388.40	01-May-2011	12	1.577%	11,735.28
Group 2	0007701223	Aug-2011	01-Feb-2007	CA	69.72	760,000.00	834,691.24	01-May-2012	0	3.750%	5,177.86
Group 2	0009634166	Nov-2009	01-Mar-2007	WA	80.00	607,900.00	681,020.08	01-Dec-2010	0	2.000%	2,240.58
Group 2	0009701003	Aug-2011	01-Mar-2007	FL	95.00	120,031.00	117,972.37	01-Dec-2010	17	5.000%	9,188.47
Group 2	0011095335	May-2012	01-Feb-2006	NV	80.00	172,000.00	186,160.88	01-Aug-2011	9	2.000%	3,329.39
Group 2	0015612186	Mar-2011	01-Jun-2006	MD	80.00	448,000.00	457,652.97	01-Jun-2012	0	3.000%	2,271.93
Group 2	0031110241	Sep-2009	01-Mar-2006	MD	80.00	286,800.00	286,800.00	01-Apr-2010	25	4.250%	34,135.07

Bankruptcy Detail - All Mortgage Loans in Bankruptcy during Current Period

Group	Loan Number	Month Loan Entered Bankruptcy	First Payment Date	State	LTV at Origination	Original Principal Balance	Current Actual Balance	Paid To Date	Months Delinquent	Current Loan Rate	Approximate Delinquent Interest
Group 1	0001611219	May-2012	01-Feb-2007	AZ	80.00	236,000.00	239,011.85	01-Mar-2013	16	2.625%	19,209.34
Group 1	0001612127	Jan-2012	01-Feb-2007	CA	60.59	515,000.00	566,244.98	01-Mar-2013	16	2.625%	22,319.40
Group 1	0049574510	Jun-2010	01-Mar-2007	CA	60.00	252,000.00	256,974.31	01-Sep-2014	(1)	3.372%	717.70
Group 1	0046979858	Sep-2014	01-Mar-2007	CA	69.00	372,600.00	453,628.19	01-Jun-2013	13	2.500%	14,034.15
Group 1	0000087539	Dec-2012	01-May-2007	CA	68.34	995,000.00	1,177,552.48	01-Jun-2011	37	3.372%	177,269.26
Group 2	0000333258	Apr-2010	01-Mar-2007	CA	80.00	504,000.00	461,680.93	01-May-2014	2	8.750%	13,258.73
Group 2	0000333876	Sep-2010	01-Apr-2007	CA	80.00	360,000.00	314,729.54	01-Feb-2014	5	8.625%	15,464.44
Group 2	0000334236	Apr-2013	01-Mar-2007	CA	80.00	360,000.00	400,317.16	01-Jul-2013	5	8.250%	16,797.31
Group 2	0000335709	Jan-2010	01-Apr-2007	CA	80.00	367,200.00	412,723.35	01-Jul-2013	12	2.625%	12,864.66
Group 2	0000336361	Sep-2011	01-Mar-2007	CA	80.00	296,000.00	298,025.17	01-Sep-2012	22	2.000%	11,597.02
Group 2	0000336695	May-2011	01-May-2007	CA	80.00	376,000.00	404,516.99	01-Aug-2014	0	3.230%	3,524.35
Group 2	0000639682	Aug-2011	01-Apr-2007	CA	80.00	372,000.00	409,441.11	01-May-2014	2	3.500%	4,742.68
Group 2	0001039311	Jul-2013	01-May-2007	CA	58.50	480,000.00	522,375.73	01-Jul-2010	48	3.372%	101,334.96
Group 2	0001031260	Aug-2014	01-Jun-2007	CA	76.92	500,000.00	553,631.25	01-Dec-2014	1	3.200%	4,463.67
Group 2	0001701055	Jan-2012	01-Mar-2007	CA	71.89	647,000.00	711,216.07	01-Jun-2011	31	2.625%	59,445.77
Group 2	0001701374	Dec-2010	01-Apr-2007	CA	79.70	430,400.00	461,400.22	01-Aug-2014	0	2.000%	1,519.70
Group 2	0007611163	Aug-2012	01-Feb-2007	CA	64.18	1,000,000.00	1,137,996.87	01-Aug-2014	9	3.750%	7,065.10
Group 2	0007701223	Aug-2011	01-Mar-2007	CA	80.00	637,500.00	605,996.18	01-Oct-2013	6	4.000%	4,386.29
Group 2	0007701003	Aug-2011	01-Mar-2007	CA	80.00	607,960.00	665,011.49	01-Jan-2014	0	2.000%	2,257.58
Group 2	0015612186	Mar-2011	01-Feb-2007	NV	80.00	172,000.00	172,544.90	01-Aug-2014	0	2.000%	2,115.33
Group 2	0015612244	Sep-2012	01-Feb-2007	NV	80.00	446,000.00	426,033.34	01-Aug-2014	0	3.000%	1,989.41
Group 2	0031301334	Sep-2011	01-Mar-2006	MD	80.00	286,800.00	286,800.00	01-Jul-2011	36	3.875%	36,250.23
Group 2	0049975292	Mar-2011	01-Feb-2007	CA	80.00	432,000.00	476,466.78	01-Aug-2014	0	2.000%	2,753.36
Group 2	0049975399	Apr-2009	01-Feb-2007	CA	80.00	644,000.00	836,466.98	01-Jun-2014	0	3.250%	4,369.96
Group 2	0049977129	Apr-2014	01-Mar-2007	CA	77.84	432,000.00	440,341.06	01-Aug-2014	5	3.425%	12,278.13
Group 2	0049978558	Oct-2011	01-Mar-2007	CA	80.00	492,000.00	541,458.51	01-Feb-2014	0	4.000%	1,450.75
Group 2	0049982382	May-2010	01-Apr-2007	CA	65.00	458,250.00	489,547.31	01-Aug-2014	0	3.425%	1,227.83
Group 2	0145736030	May-2010	01-Jul-2006	CA	80.00	491,600.00	577,112.38	01-Jul-2014	0	2.000%	3,589.12

**BP Investigative Agency
Exhibit 10**

DOCUMENT: 21723279



Pages: 1

Fees 18 00
Taxes
Copies
AMT PAID 18 00

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY
AND WHEN RECORDED MAIL TO:

GMAC c/o ACS, Inc
9401 James Avenue South, Suite 140
Minneapolis, MN 55431
ATTN: Trailing Mail

REGINA ALCONENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Recording Service

RDE # 024
6/26/2012
9:52 AM

File No. 13434

Min No. 10010660000523168
MERS Phone No. 1-888-679-6377

634118

IMPORTANT NOTICE

Note: After having been recorded, this Assignment should be kept with the Note and Deed of Trust hereby assigned

*This amended Assignment of Deed of Trust is being executed in order to amend and correct an error in a previously executed Assignment of Deed of Trust that was recorded on September 8, 2011, as Instrument # 21308862 in the Official Records of the County Recorder of Santa Clara, CA. The Beneficiary name was incorrectly listed and this amendment seeks to correct that error.

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns, and transfers to Deutsche Bank National Trust Company, solely as Trustee for Harborview Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2007-4 all beneficial interest under that certain Deed of Trust dated December 22, 2006, executed by Michael E. Boyd and Patricia L. Paramoure, Husband and Wife as Joint Tenants to First American Title, as Trustee; and recorded January 4, 2007, as Document No. 19250986, in the Official Records of the County Recorder of Santa Clara County, CA.

TOGETHER with the rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part, the real property described therein.

Dated: 6/19/12



Mortgage Electronic Registration Systems, Inc., (MERS) as nominee for Plaza Home Mortgage, Inc. its successors and/or assigns

Kelly T. Cunningham
Assistant Secretary

State of Pennsylvania
County of Montgomery

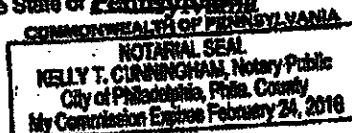
Kelly T. Cunningham

On 6/19/12 before me, _____ Notary Public, personally appeared Kelly Scamman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same and his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kelly T. Cunningham



Prepared by: Routh Crabtree Olsen, PS, 1241 E. Dyer Road, Suite 250, Santa Ana, CA 92705

BP Investigative agency
Exhibit 11

DOCUMENT: 21308852

Pages: 1

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

Fees	18.00
------	-------

Taxes...

Copies.
AMT PAID 18.00

Requested and Prepared by:
Executive Trusts Services, LLC

When Recorded Mail To:
Executive Trustee Services, LLC
2255 North Ontario Street, Suite 400
Burbank, CA 91504-3120

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Recording Service

RDE # 008
9/08/2011
1:42 PM

Loan No.: 0389478915
TS NO: CA1108942300
MIN #: 100109800000523168
MERS Phone: 1-888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to:

GNAC Mortgage, LLC

GNAC Mortgage, LLC

all beneficial interest under that certain Deed of Trust dated: 12/22/2006 executed by "MICHAEL E BOYD" AND "PATRICIA L PARAMOURE", HUSBAND AND WIFE AS JOINT TENANTS, as Trustor(s), to FIRST AMERICAN TITLE, as Trustee, and recorded as Instrument No. 18250068, on 01/04/2007, in Book XX, Page XX of Official Records, in the office of the County Recorder of Santa Clara County, CA together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

DATE: August 30, 2010

**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC., AS NOMINEE FOR PLAZA HOME
MORTGAGE, INC. SAN BRANCH its successors
and assigns**

Lisa Clark
Assistant Secretary

State of Pennsylvania ss.
County of Montgomery)

on 8/30/11

before the

Lisa Clark

County of Montgomery
On 8/30/11 before me, Paulina Maj Secretary Public, personally appeared
Lisa Clark who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.
Pennsylvania that the

I certify under penalty of perjury under the laws of the State of **Pennsylvania** that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(S-01)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
PAULINA MAJ, Notary Public
Horseshoe Twp., Montgomery County
My Commission Expires November 20, 2012

08/11/2011 09:17

VALLEY

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SEE PREPAYMENT PENALTY ADDENDUM TO THIS NOTE ATTACHED HERETO AND MADE A PART HEREOF.
SEE PREPAYMENT ADDENDUM TO THIS NOTE ATTACHED HERETO AND MADE A PART HEREOF.

ADJUSTABLE RATE NOTE

(LIBOR 30-Month Index (As Published In The Wall Street Journal) - Rate Caps)

LOAN NO:

1-800-855-8000

THIS NOTE PROVIDES FOR A CHANGE IN MY FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY. THIS NOTE ALLOWS MONTHLY PAYMENT OPTIONS FOR AN INITIAL PERIOD. THIS NOTE MAY REQUIRE UNPAID INTEREST TO BE ADDED TO LOAN PRINCIPAL AND REQUIRE ME TO PAY ADDITIONAL INTEREST ON THE UNPAID INTEREST (NEGATIVE AMORTIZATION).

DECEMBER 22, 2006
(Date)

HUNTINGTON BEACH
(City)

CALIFORNIA
(State)

1080-1082 LAKEVIEW DRIVE, HUNTINGVALE CA 94029
(Property Address)

1. BORROWER'S PROMISE TO PAY
In return for a loan that I have received, I promise to pay U.S. \$ 515,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is PLAZA HOME MORTGAGE, INC. SAN BRANCH

I will make all payments under this Note in the form of cash, check or money order.
I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST
Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.25% . The interest rate I will pay may change in accordance with Section 4 of this Note.
The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments
I will make my monthly payments on the first day of each month beginning on FEBRUARY, 2007 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If any, I, on JANUARY 01, 2007 , I will owe amounts under this Note. I will pay these amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PLAZA HOME MORTGAGE, INC. SAN BRANCH
6050 SHIRLEY PLACE #200, SAN DIEGO, CA 92122
or at a different place if required by the Note Holder.

(B) Amount of My Monthly Payments
I will pay interest by making payments in the amount of US \$ 1,822.96 (the "Minimum Payment") month until either (i) the first Interest Rate Change Date set forth in Section 4(A), or (ii) payment of the Minimum Payment on any next scheduled payment date would cause my principal balance to exceed the Maximum Limit set forth in Section 3(D), whichever event occurs first (the "Option Period"). The minimum Payment is calculated based upon the amount of interest that will accrue each month at a rate equal to 4.25% . Payment of the Minimum Payment amount will result in accrued but unpaid interest being added to Principal. The unpaid Principal and any accrued but unpaid interest will then accrue additional interest at the rate then in effect. This practice is known as negative amortization.

FOR OPTION WITH NOTE-SEE SEPARATE-SEE 400
REASON FOR THIS NOTE

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LOAN SUPPORT SYSTEMS, INC. 800-855-8000

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After the expiration of the Option Period, I will pay interest by making payments in an amount sufficient to pay interest as it accrues every month until JANUARY 01, 2017 (the "Interest Only Period"). This amount will be determined by the Note Holder as set forth in Section 4(C). In addition, if I make payments of principal and/or accrued unpaid interest during the Interest Only Period, my monthly interest-only payment amount will change and will be based on the remaining Principal and my then current interest rate.

After the expiration of the Interest Only Period, I will pay principal and interest by making payments every month for the remaining term (the "Full Amortization Period"). The amount of payments during the Full Amortization Period will be determined by the Note Holder as set forth in Section 4(C).

(C) Additions to My Unpaid Principal

During the Option Period, my monthly payment could be less than or greater than the amount of interest owed each month. For each month that my monthly payment is less than the interest owed, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal. Interest will accrue on the amount of this difference at the interest rate required by Section 2 or Section 4. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment to interest before Principal.

(D) Limit on My Unpaid Principal; Increased Minimum Payment

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED TEN AND 00/100THS percent of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to additions to my unpaid Principal described in Section 3(C). If on any payment due date I would exceed the Maximum Limit by paying my Minimum Payment, then my monthly payment will be adjusted to an amount equal to the Interest Only Payment described in Section 3(B)(9). I will continue to pay that amount until the Interest Only Period expires.

(E) Additional Payment Options

During the Option Period, the Note Holder may provide me with up to three (3) additional payment options (the "Payment Options"). I will be eligible to select one of the Payment Options if it results in a larger monthly payment than my regular Minimum Payment. I may be given the following Payment Options:

(i) Interest Only Payment: Pay only the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) Fully Amortized Payment: Pay the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments, at the then current interest rate.

(iii) 15 Year Amortized Payment: Pay the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments, at the then current interest rate. These Payment Options are only applicable if they are greater than the Minimum Payment.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my Minimum Payment before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

4. ADJUSTABLE INTEREST RATE

(A) Interest Rate Change Dates

The interest rate I will pay will change on the first day of JANUARY, 2012 and the adjustable interest rate I will pay may change on that day every 6th month thereafter. The date on which my interest rate changes is called an "Interest Rate Change Date."

(B) The Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent index figure available as of the first business day of the month immediately preceding the month in which the Interest Rate Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

5 THE OPTION ARMED NOTE-ADJUSTABLE RATE PER 400
INFORMATION on the Index

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VOL. 1

Case 11-61311 Claim 1-2 Filed 07/03/12 Desc Main Document Page 27 of 32

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7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be .5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. These expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of these conditions read as follows:

SEE OTHER AND NOTE INSTRUMENTS FOR
ATTACHMENT TO THIS NOTE

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Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transfers as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition as Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

Michael E. Boyd
MICHAEL E. BOYD

(Seal)
Borrower

Patricia L. Parham
PATRICIA L. PARHAM

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

[Sign Original Only]

1. THE OPTION AGREEMENTS, MORTGAGE, AND
MORTGAGE, MORTGAGE, AND

Page 6 of 6

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W. J. [Signature]
[Signature]

W. J. [Signature]
[Signature]

LoanStatus	BeginningPoolBalance	EndingPoolBalance	ActualEndingBalance
Bankruptcy	566,244.98	566,244.98	566,244.98

CurrentGainLossAmount	Recoveries	DelinquentStatusOTSDays	DelinquentStatusMBADays
0.00	0.00	150+	150+

BP Investigative Agency
Exhibit 13 - pg.2

CurrentInterestRate	Liquidations	ScheduledPrincipal	ScheduledPrincipalAndInterest	Repurchases
2.63	0.00	0.00	1,238.66	0

NumberOf12MonthDelinquencies	TotalPaymentDue	CurrentLoanId	MbaDelinquentCntLifetime
12		0001612127	3

DaysInForeclosure	DaysInBankruptcy	DaysInREO	DaysToLiquidation	MbaPmtsMissedLife
122	1,005			66

OtsPmtsMissedLife	CumNetLossAmt	CumRecoveriesAmount	CumGainLossAmount	LoanId
52	0.00	0.00	0.00	0001612127

DocumentationStatus	PoolGroupId	ABSNetLoanPoolFk	RawDealName
Low Documentation	HBV07-4-1	8307	HARBORVIEW 2007-4

LoanOriginationDate	LoanTypeFk	LoanPurpose	OriginalLtv	OccupancyType
12/22/2006	C	Cash-Out Refinance	60.60	Non-Owner/Investor/Rental

OriginalInterestRate	OriginalLoanBalance	OriginalSecuritizedBalance	PropertyState	PropertyZip
7.25	515,000.00	518,800.09	CA	94089

PropertyType	LienPosition	OriginalCLtv	DebtToIncomeRatio	PeriodicRateCap	PeriodicRateFloor
2-4 Units	1	60.60		1.00	

LifetimeMaximumRateCap	LifetimeRateFloor	Margin	InterestOnlyTerm
12.25	2.25	2.25	

Servicer				Originator			
GMAC MORTGAGE, LLC				Plaza Home Mortgage			

FICO	OriginalAppraisedValue	PledgedAssetAmount	PropertyCity
736	850,000.00		SUNNYVALE

HistLoanStatus	
AA	FFFFBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBB

[illegible]

[illegible]

HistEndDate	HistStartDate	ForeclosureDate	BankruptcyDate	ReoDate	LiquidationDate
9/1/2014	6/1/2007	9/1/2011	1/1/2012		

OrigServicer	CurServicer	LastRecoveryDate	ModificationDate	ModificationType	TimesModified
GMAC	Ocwen				

OriginalName	PaidOff	ClosingDate	BloombergDealName	AssetType
HarborView Mortgage Loan Trust 2007-4	N	6/14/2007	HVMLT 2007-4	Alt-A

DealServicer	ReportingMods (Deal)	StopAdvanceDate	NonStopAdvance	OutstandingSA
GMAC	537		21,234.16	21,234.16

MonthlySA	AdvanceChange	AdvanceRate
1,238.66	0.00	1.00